

Solicitation HSR11-20

**Project and Construction Management Services
for Construction Package 1**

State of California

Bid HSR11-20

Project and Construction Management Services for Construction Package 1

Bid Number	HSR11-20
Bid Title	Project and Construction Management Services for Construction Package 1
Expected Expenditure	\$50,000,000.00 (This price is expected - not guaranteed)
Bid Start Date	Oct 4, 2012 6:26:50 PM PDT
Bid End Date	Nov 2, 2012 4:00:00 PM PDT
Question & Answer End Date	Oct 16, 2012 4:00:00 PM PDT
Bid Contact	Elizabeth Stone 916-431-2929 estone@hsr.ca.gov
Pre-Bid Conference	Oct 15, 2012 1:30:00 PM PDT Attendance is optional Location: U.S. Small Business Administration 801 R Street, Suite 201 Fresno, CA 93721
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Description

Project and Construction Management Services for Construction Package 1

California High-Speed Rail Authority



Request for Qualifications for Project and Construction Management Services for Construction Package 1

RFQ No.: HSR 11-20

October 4, 2012

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- Form A: Schedule of Subcontractor(s)/ Subconsultant(s)
- Form B: Organizational Conflicts of Interest Disclosure Statement
- Form C: Notice of Intent to Submit Statement of Qualification
- Cert. 1: Certification Regarding Miscellaneous State Requirements
- Cert. 2: Bidder's Overall Project Small Business Goal Commitment Affidavit
- Cert. 3: Iran Contracting Certification
- Cert. 4: Darfur Contracting Act Certification
- Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
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- Cert. 7: Non-Collusion Affidavit
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1.0 Overview and General Information

The following list provides a general overview of information related to the subject of this Request for Qualifications (RFQ):

- The California High-Speed Rail Authority (Authority) is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Bidder) for Project and Construction Management (PCM) Services. The purpose of this RFQ is to award a contract to one (1) Bidder to provide PCM services to oversee the Design-Builder for Construction Package 1 of the California High Speed Train System (System) and Related Work as necessary in California's Central Valley.
- This procurement consists of evaluating SOQs in response to this RFQ with the intent to award a contract to a successful, responsive, responsible Bidder whose qualifications conform to the solicitation and are considered the most qualified by the Authority.
- The contract period will start with a Notice to Proceed (NTP) that is anticipated to be issued up to six (6) months prior to the Design-Build Contract NTP for Construction Package 1 and extend up to one (1) year beyond substantial completion of Construction Package 1.
- The estimated dollar value for this contract may range from between \$25 million to \$50 million.
- The RFQ solicitation shall follow the process in California Code of Regulations, Title 21, Division 6, Section 10000.1 et seq., based on the factors/criteria contained in Attachment B and Attachment C.
- This RFQ also requires that Small Business and Disadvantaged Business Enterprise utilization goal of 30 percent be committed (see Form A and Cert. 2).
- Negotiations shall be held with the top ranked Bidder.
- The RFQ will be available in electronic format only on the State's Contract Register at (www.bidsync.com) and a link can be found on the Authority's website (www.cahighspeedrail.ca.gov).
- All questions regarding this RFQ must be submitted in writing¹ through (www.bidsync.com) by 4:00PM on October 16, 2012 for the benefit of all participants.

¹ Note: Persons intending to submit SOQs for this contract shall not contact or discuss any items related to this process with any Board member or Authority staff other than Ms. Stone. Failure to comply with this communication prohibition shall result in disqualification.



- Bidders shall submit a Notice of Intent to submit a SOQ on Form C.

1.1 Definitions

Definitions are per the Design-Build Contract for Construction Package No. 1 (CP-01) RFP Number HSR 11-16. Additional definitions relating to the Project and Construction Management (PCM) contract are as follows:

Design-Builder – the Design-Builder performing the design and construction work for Construction Package No. 1 as detailed in the Design-Build Contract.

Design-Build Contract – the contract between the Design-Builder and the Authority for design-build services to be performed for Construction Package No. 1, HSR 11-16.

Open Government Laws – Collectively, the Public Records Act, the Bagley-Keene Open Meeting Act (Gov. Code section 11120 et seq.), the Ralph M. Brown Act (Gov. Code section 54959 et seq.) and the Freedom of Information Act (5 U.S.C. section 552, as amended by Public Law No. 104-231, 110 Stat. 3048) and other applicable Federal open records laws.

PCM – the Bidder that enters into a contract with the Authority to provide PCM Services for Construction Package No. 1.

Related Work – Any work related to Construction Package 1 such as that detailed in the Scope at Attachment A and other advance work that may be required for the development and procurement of future Construction Packages.

1.2 Statement of Qualifications Submittal Information

SOQ submitted in response to this RFQ shall include one original and six (6) hard copies as well as an electronic version in pdf format. SOQs must be received no later than 4:00 PM, Friday, November 2, 2012, addressed as follows:

MAILED OR HAND-DELIVERED TO:

California High-Speed Rail Authority
Attention: Ms. Elizabeth Stone, Contract Specialist
770 L Street, Suite 800
Sacramento, CA 95814
Phone: (916) 431-2929
Fax: (916) 322-0827
Email: estone@hsr.ca.gov



The following information must be placed on the lower left corner of the submittal shipping packages:

RFQ No.: HSR11-20

California High-Speed Rail Authority
PCM Services Statement of Qualifications

Bidder: _____

Late Submittals:

In accordance with California Public Contract Code 10344, Statements of Qualifications received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, E-mail and facsimile (FAX) transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for proposal delivery. A SOQ is late if received any time after 4:00 PM on Friday, November 2, 2012. SOQs received after the specified time will not be considered and will be returned to the Bidder.

Modification or Withdrawal of SOQs:

Any SOQ received may be withdrawn or modified before the SOQ submittal date by written request to the Authority.

Table 1: Key RFQ Dates:

Key Dates	Activity Description
October 4, 2012	RFQ Released
October 15, 2012	Pre-bid conference Pre-bid conference location: U.S. Small Business Administration 801 R Street, Suite 201 (1:30 pm Pacific Time) Fresno, CA 93721 The pre-bid conference is not mandatory.
October 16, 2012	Written question submittal deadline by 4:00 PM Pacific Time.
October 22, 2012	Provide Form C notice of intent to submit SOQ
November 2, 2012	SOQs due to Authority's office by 4:00 PM Pacific Time.
November 13-14, 2012	Discussions held in Sacramento, CA.
November 15, 2012	Notice of Selection
November 16-30, 2012	Negotiations
December 6, 2012	Authority Board approval of the contract

2.0 Background

Established in 1996 by state legislation, the California High speed Rail Authority has a statutory mandate to plan, build, and operate a high-speed rail system to be coordinated with California's existing transportation network, particularly intercity rail and bus lines, commuter rail lines, urban rail transit lines, highways, and airports.



The goal is to increase and maintain California's mobility, vital to our economy's health, as the population grows from 38 million today to a projected 50 million by 2035. The planned System length is approximately 800 miles from Sacramento to San Diego, with 9 segments running through the Bay Area, Central Valley, Inland Empire and Southern California. The train will travel at speeds of up to 220 miles per hour with approximately 15 stops. A key performance goal is to make the trip from San Francisco to Los Angeles in less than 2 hours and 40 minutes. Completion of Construction Package No. 1 represents the first step toward delivery of the System.

The Authority intends to finance the Project with State and Federal funding, including funds provided by the Federal Railroad Administration (FRA) and funding made available through the American Recovery and Reinvestment Act of 2009 (ARRA). The Authority will act as the FRA-designated recipient for federal transportation funds.

3.0 Description of Work

See Attachment A for the full scope of work.

The purpose of the PCM role is to enhance the Authority's ability to effectively manage multiple, multi-billion dollar contracts. The PCM provides the manpower and expertise to manage the Design-Build Contract under the direction of the Authority and the Program Management Team (PMT). The PCM is co-located with the Design-Builder. The PMT provides the program-level framework, expertise, and oversight to guide the PCM as well as to ensure Small Business Enterprise (SBE) and local participation in the delivery of the System. Figure 1 illustrates how the PCM fits into the existing organization.

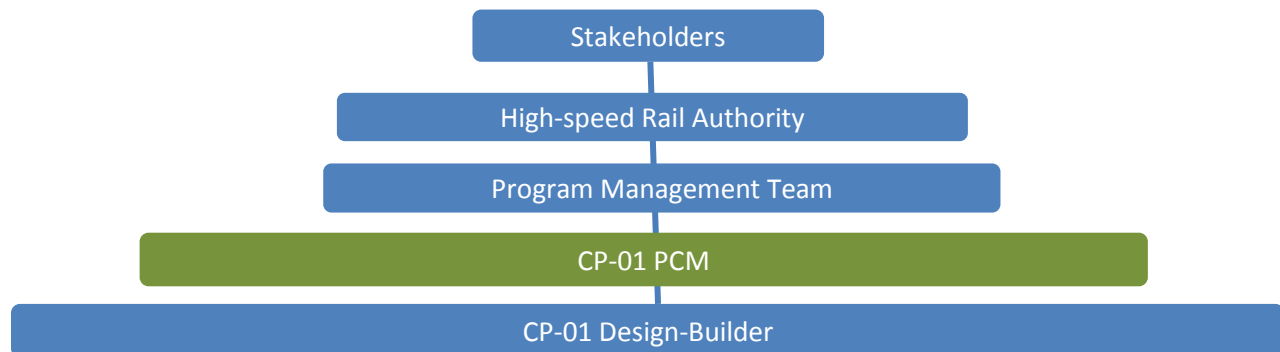


Figure 1: High-Speed Rail Delivery Organization

The major PCM scope items include the following:

1. Design-Build management oversight
2. Risk mitigation
3. Contract administration
4. Quality management oversight
5. Document control and processing



6. Environmental compliance oversight and reporting
7. Construction safety and security oversight
8. Technical compliance oversight

4.0 Statement of Qualifications Requirements

The following summarizes the content and organization of the Statement of Qualifications. In addition to the information described below, the Authority may require confirmation of information furnished by a Bidder, require additional information from an Bidder concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ.

4.1 General Requirements

The SOQ shall be completed in ink or typewritten; and shall be manually signed. Scanned or faxed responses are not authorized.

The SOQ shall comply with the following requirements:

- Documents shall be prepared in single-spaced type, 12 point Palatino Linotype font, on 8-1/2" x 11" sheets printed double-sided. A page is considered to be a single side of an 8-1/2" x 11" sheet. Should the Bidder wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly.
- Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 10, Page 2 of 10, etc.).
- The SOQ shall be no more than 40 pages in length together (exclusive of resumes, as required by Section 4.9 and the Forms and Certifications).
- Brochures and miscellaneous materials not specifically requested will not be evaluated.
- Unnecessarily elaborate responses and/or lengthy presentations are not desired or required by the Authority.
- Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
- Forms A-C and Certification Nos. 1-11 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
- The SOQ shall be divided into sections as described below:
 - A blank page should precede each section with an index tab extending beyond the far right side of the page; these blank pages will not be counted within the page count.
 - The index tab should have the appropriate section number typed thereon.
 - At a minimum, the items described below in Section 4.0 shall be addressed.



4.2 Cover Letter

The SOQ shall be transmitted with a cover letter that must be signed by an official authorized to bind the Bidder contractually and shall contain a statement that indicates the SOQ is complete and accurate. The letter accompanying the SOQ shall also provide the following: names, titles, addresses and telephone numbers of individuals authorized to negotiate and contractually bind the Bidder. The cover letter shall include all signed Forms and Certifications.

4.3 Executive Summary

The Executive Summary shall consist of a 4 to 6 page summary of the key points of the Statement of Qualifications. The Bidder should convey a thorough understanding of the project objectives for PCM services for the various tasks/services, and the work program required. The work program should be summarized at a high level with supporting references made to prior work experience of a similar nature. The Bidder should highlight innovative and cost effective techniques used on other assignments and specific ideas envisioned for this assignment.

4.4 Project Understanding

A detailed discussion of the understanding of the project and how the PCM function adds value and works toward the goal of achieving optimal efficiency for delivering Construction Package 1 to the public.

4.5 Organization and Management Plan

Describe the composition of the PCM, and how activities are assigned. Discuss how mobilization will be accomplished. Submit an organization chart indicating specific personnel nominations for primary and technical support positions. Discuss how the organization and management plan evolves over the life of the project.

4.6 Work Program Narrative with Work Breakdown Structure (WBS)

Discuss in general the expected work elements based on the activity as described in the RFQ scope of work. Describe generally the accomplishments that can be achieved. Tie the narrative to a basic work breakdown structure and prepare the WBS so it can readily be used or converted to the contractual work scope.

4.7 Deliverables

Describe the format to be used to report findings and any other deliverables anticipated as part of the Scope of Work.

4.8 Staffing Plan

Provide a basic time-phased staffing plan showing all positions needed to accomplish the various types of assignments for the duration of the contract. Indicate the level of participation



for each position by giving the percentage of hours budgeted over calendar time. Identify positions that will be co-located with the Design-Builder and those that will be working from home office locations, if any. The final staffing plan shall be approved by the Authority and will be subject to change according to the Design-Build Contract schedule. The staffing plan will be updated and approved annually to determine the staffing required for the next financial year.

4.9 Key Personnel

Provide a list of individuals that will fill the following Key Personnel positions:

1. Principal in Charge
2. Design-Build Oversight Manager
3. Quality Oversight Manager
4. Construction Oversight Manager
5. Engineering Oversight Manager
6. Verification, Validation, and Self -Certification Oversight Manager
7. Project Controls Oversight Manager
8. Environmental Oversight Manager
9. Safety and Security Oversight Manager
10. Contract Manager

There shall be no change in the Key Personnel without prior written approval by the Authority.

4.10 Resumes of all Key Personnel

Provide resumes in the same format for Key Personnel positions identified in the Organization and Management Plan. Resumes² should be keyed to the respective positions on the organization chart and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. The resumes should be preceded with a content sheet showing the resumes and keying them to the organization chart.

4.11 References

Provide names, addresses and telephone numbers for at least three (3) clients for whom the Bidder has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

² No longer than 3 pages



4.12 Subcontracts

If subcontractors are to be used, submit a description of key personnel at each subcontractor and the work to be done by each subcontractor. Subcontractor resumes are subject to the same provisions as “Resumes of all Proposed Key Personnel” above. All known subcontractors shall be identified on Form A.

4.13 Organizational Conflicts of Interest

The Authority has adopted an Organizational Conflicts of Interest Policy (the “Policy”) that will apply to this procurement and the resulting contract, in addition to the Authority’s Conflict of Interest Code and other applicable requirements. The Policy can be found on the Authority’s website at

<http://www.cahighspeedrail.ca.gov/assets/0/152/281/84d5b5b0-c0a8-4c09-9d06-45a1ccc1136c.pdf>

Bidders are advised to carefully review the Policy, and to have their team members review the Policy, since it includes provisions that:

1. Preclude certain firms from participation in this procurement and
2. Affect the ability of the Bidder, its Subcontractors and their Affiliates (as defined in the Policy) to enter into business relationships with Authority consultants.

Failure to comply with the Policy in any respect, including the failure to disclose any actual, perceived or potential organizational conflict of interest, may result in serious consequences as described in Section V(2) of the Policy.

The Authority will only award a Contract to an Bidder whose objectivity is not impaired because of any past, present or planned organizational conflict of interest, financial or otherwise. If any such conflict of interest is found to exist, the Authority may:

1. Disqualify the Bidder, or
2. Determine that it is otherwise in the best interest of the Authority to contract with such Bidder and include appropriate provisions to mitigate or avoid such conflict in the Contract awarded.

Each Bidder shall fully disclose organizational conflicts of interest in its SOQ, using Form B. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Bidder. If nondisclosure or misrepresentation is discovered after award of the Contract through this procurement process, the resulting Contract may be terminated.

By submitting its SOQ, each Bidder agrees that, if an organizational conflict of interest is discovered following submittal of the SOQ, the Bidder will make an immediate and full written



disclosure to the Authority that includes a description of the action that the Bidder has taken or proposes to take to avoid or mitigate such conflicts.

4.14 Licensing Requirements

The Bidder shall be qualified to do business in the State of California and shall be properly licensed in accordance with the laws of the State of California at the time of the award. The SOQ must include information regarding California professional licenses held by the Bidder's key personnel. Additional licensing requirements for this Project will be included in the RFP.

4.15 Insurance

The Bidder shall provide evidence of the ability to obtain the following insurance coverage for the Project:

- Commercial general liability insurance that affords coverage at least as broad as Insurance Services Office (ISO) "occurrence" form CG 0001 or CG 0002 with minimum limits of \$5,000,000 and, if written with an aggregate, the aggregate shall be double the occurrence limit.
- Automobile liability insurance with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$5,000,000 each accident.
- Professional liability insurance, with a limit of not less than \$1,000,000 per claim
Worker's compensation and employer's liability insurance with a limit of not less than \$1,000,000 per accident

5.0 Evaluation and Negotiation

The following summarizes the Statement of Qualifications Review, Evaluation, and Negotiation processes.

5.1 Statement of Qualifications Review

The Authority Evaluation/Selection Committee shall review and score each SOQ to determine if it meets the requirements contained in Section 4.0 above. Failure to meet the requirements for the Request of Qualifications will result in the rejection of the SOQ.

The Authority may reject any SOQ if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in a SOQ. Waiver of an immaterial deviation shall in no way modify the SOQ documents or excuse the Bidder from full compliance with the contract requirements if the Bidder is awarded the contract.



5.2 Statement of Qualifications and Discussions Evaluation

The Authority Evaluation/Selection Committee will evaluate the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Attachment B.

Following the evaluation of SOQs, the Authority will hold Discussions with selected Bidders. To qualify for Discussions with the Evaluation/Selection Committee, the Bidder must achieve a score of 85 percent or more. Discussions will be separately evaluated based on criteria described in Attachment C.

5.3 Contract Negotiation Process

At the conclusion of the SOQ review and Discussions, the Evaluation/Selection Committee will recommend the top ranking Bidder for award of the contract. The Authority will enter into negotiations with the Bidder ranked "1" for the scope of the contract. If negotiations are unsuccessful, the Authority will enter into negotiations with the next highest ranked Bidder and so on sequentially. After completion of successful negotiations, the Authority shall recommend an Bidder for contract award to the Board for approval.

Upon approval by the Authority Board, the Authority will be authorized to award and execute the contract to the selected Bidder.

6.0 Additional Requirements Related to the Contract for PCM Services

The following contract provisions will be applicable upon execution of this contract:

6.1 Recycling Certification

The Bidder shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200. This certification shall be made based on material, goods, or supplies offered or products used in the performance of the contract for PCM Services, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code, Sections 12161 and 12200. Bidder shall certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

6.2 Governing Law

Any contract awarded pursuant to this RFQ is governed by and shall be interpreted in accordance with the laws of the State of California.



6.3 Funding Requirements

This RFQ may have been written before ascertaining the availability of Congressional or State Legislative appropriation of funds.

Only if sufficient funds are made available to the Authority by the U.S. Government or the California State Legislature for the purpose of this program is a contract valid and enforceable. In addition, a contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this contract in any manner.

If Congress or the State Legislature does not appropriate sufficient funds for the program, the contract shall be amended to reduce the scope of work to reflect any reduction in funds.

6.4 Federal Requirements

This Project will receive Federal funding, including ARRA funds. Therefore, the procurement documents and any contract entered into by the Authority shall be subject to the requirements of applicable Federal law, regulations and conditions in the Grant/Cooperative Agreement with FRA. The Authority reserves the right to modify this procurement to address any concerns, conditions or requirements of the funding agencies, including FRA. Certain Federal requirements, as stated in the Grant/Cooperative Agreement, are included in Attachment D. The full Grant/Cooperative Agreement, including additional requirements not described in Attachment D, is available for review by Bidders on the Authority's website.

6.5 Equal Employment Opportunity

The equal employment opportunity requirements described below will apply to the contract for PCM Services. In addition, the selected Bidder shall be required to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

6.5.1 Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended (42 U.S.C. § 2000e) the Bidder agrees to comply with the following:

- All applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations
- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- Including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending



Executive Order 11246 relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note)

- Any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Construction Package 1

The Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Bidder agrees to comply with any implementing requirements FRA may issue.

6.5.2 Age

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to comply with any implementing requirements FRA may issue.

6.5.3 Disabilities

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. The Bidder also agrees not to discriminate on the basis of the following:

- Drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended
- Alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended
- To comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records

In addition, the Bidder agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.



6.6 Disadvantaged Business Enterprises

The Authority encourages the Bidder to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for certain USDOT agencies in 49 C.F.R. Part 26) in carrying out the PCM Services.

The Bidder shall not discriminate on the basis of race, color, national origin, or sex in the performance of the PCM Services. The Bidder shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this FRA USDOT-assisted contract. Failure by the Bidder to carry out these requirements will be considered a material breach of the contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate. Each subcontract the Bidder signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

In addition, SOQs will be evaluated for their support of the State's disadvantaged business enterprise programs, as described below and further detailed in Attachment B.

6.6.1 Small and Disadvantaged Business Enterprise Program

The Bidder shall comply with the Authority's Small and Disadvantaged Business Enterprise Program, which establishes an overall 30 percent goal for small business utilization in the Authority's contracting and procurement program. The Bidder shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246, and Title VI of the Civil Rights Act of 1964 and related statutes.

More detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, is included in the Authority's Small and Disadvantaged Business Enterprise Program on the Authority's Small Business resource web page:

<http://www.cahighspeedrail.ca.gov/sb-resources.aspx>.

6.6.2 Access to Records

The Bidder agrees to provide the Authority, the Secretary of the U.S. Department of Transportation, the FRA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Bidder, which are directly pertinent to this scope for the purposes of making audits, examinations, excerpts, and transcriptions.

The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Bidder agrees to maintain all books, records, accounts, and reports required by this scope for a period of not less than seven (7) years after the date of termination or expiration of the



Contract. With exception to any events related to litigation or settlement of claims arising from the performance of the contract, the Bidder agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 C.F.R. § 18.39(i) (11).

The inclusion of these requirements is not required in Subcontracts.

6.7 Subcontracting

The Bidder shall perform the work contemplated with resources available within its own organization and the Authority's Contracts Manager shall contract no portion of the work without written authorization, except that which is expressly identified in the Bidder's SOQ. Any subcontract in excess of \$25,000 shall contain all the provisions stipulated in the PCM contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by the Authority's Contracts Manager in advance of assigning work to a substitute subcontractor.

6.8 National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the Bidder must state, under penalty of perjury, that it has not been found in contempt of court by a Federal Court, without appeal (no more than once in the preceding two (2) year), due to the Bidder failure to comply with an order by the National Labor Relations Board.

6.9 Drug-Free Workplace Certification

The Bidder will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)
- Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - The dangers of drug abuse in the workplace
 - The person's or organization's policy of maintaining a drug-free workplace
 - Any available counseling, rehabilitation, and employee assistance programs
 - Penalties that may be imposed upon employees for drug abuse violations



- Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
 - Will receive a copy of the Bidder's drug-free policy statement
 - Will agree to abide by the terms of the Bidder's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Bidder may be ineligible for award of any future Authority contracts if the Authority determines that either of the following has occurred:

- The Bidder has made a false certification
- The Bidder violates the certification by failing to carry out the requirements as noted above

6.10 Labor Code/Workers Compensation

The Bidder needs to be aware of provisions that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions and Bidder affirms to comply with such provisions before commencing the performance of the work of the contract for PCM Services.

6.10.1 Worker's Compensation

Bidder will certify that it is aware of the provisions of Section 3700 of the California Labor Code (Labor Code), which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. The Bidder will comply with such provisions before commencing performance of PCM Services under the scope and at all times during the term of the contract, whether by provision of its own insurance or self-insurance.

6.10.2 Prevailing Wages

Pursuant to the provisions of Section 1773 of the Labor Code, the Authority will obtain the general prevailing rate of wages (which includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, and similar purposes) as applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at Authority's offices, and will be furnished to Bidder and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, Bidder may be required to pay



the wage rate of the most closely related craft or classification shown in such determinations for PCM Services.

6.11 Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental statutes or regulations superimposed after the fact. The Bidder shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Bidder arises out of a default of its subcontractor, and if such default arises out of the following:

- Causes beyond the control of both the Bidder and subcontractor, and
- Without the fault or negligence of either of them

However, with respect to supplies or services to be furnished by the subcontractor that were obtainable from other sources in sufficient time to permit the Bidder to meet the required performance schedule, the Bidder and its subcontractors will be held liable for damages of such delay or failure.

6.12 Taxes

The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the Bidder or on any taxes levied on employee wages. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to the contract.

7.0 General Information

7.1 Property Rights

SOQs received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under the contract for PCM Services shall belong exclusively to the State of California.

7.2 Confidentiality

All written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the Authority during this procurement process, including as part of a response to this RFQ are, upon their receipt by the Authority, the property of the Authority and are subject to the Open Government Laws. None of the aforementioned materials will be returned to the submitting parties. Any materials that are



delivered to FRA are subject to the Freedom of Information Act or other Federal open records laws. Bidders should familiarize themselves with the Open Government Laws, including the Public Records Act and Freedom of Information Act. In no event shall the State, the Authority, FRA or any of their agents, representatives, consultants, directors, officers or employees be liable to an Bidder or Bidder team member for the disclosure of all or a portion of an SOQ submitted in response to this RFQ or other information provided in connection with this procurement.

If an Bidder has special concerns about information that it desires to make available to the Authority but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such Bidder should specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its filed response to this RFQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the Authority be responsible or liable to the Bidder or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants.

The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, Freedom of Information Act (FOIA), USDOT FOIA regulations (49 CFR 7.17) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act or Freedom of Information Act, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the Public Records Act, Freedom of Information Act and other applicable laws and their application to the submitting party's own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

7.3 Amendments to Request for Qualifications

The Authority reserves the right to amend the RFQ by addendum before the final date of SOQ submission.



7.4 Non-Commitment of Authority

This RFQ does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a SOQ to this request, or to procure or contract for services or supplies. The Authority reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Bidder, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the Authority to do so.

7.5 Public Domain

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.



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1. Introduction

1.1 References

Design-Build Contract for Construction Package No. 1, accessed at:

<http://www.cahighspeedrail.ca.gov/construction.aspx>

1.2 General Description of Services

This scope of services describes the requirements of the PCM in the management and oversight of the Design-Builder for CP-01. The Bidder should review the Scope of Work in the Design-Build Contract (Reference 1 above) to understand the context of this scope. The PCM is part of the Authority's management structure as illustrated in Figure A-1 below; there will be a PCM for each design-build contract.

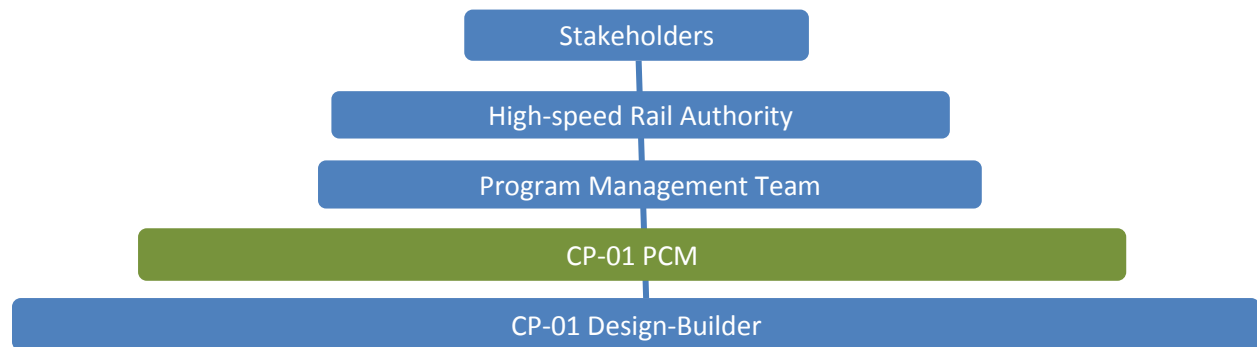


Figure A-1: High-Speed Rail Delivery Organization

The following table provides high-level examples of the types of tasks that the PCM shall perform and the interactions with the remainder of the Authority's team. Levels of delegated authority will be determined in writing by the Authority prior to Design-Builder Notice to Proceed.



Table A-1: Examples of PCM Role in Project Delivery

Task	Design-Builder	Authority's team		
		PCM	PMT	Authority
Submittals	Production	Check for contract compliance (and technical compliance in some cases) Track submittals as they progress through established workflows Recommend courses of action Transmit decision to design-builder	Review/check for technical compliance Support recommended course of action	Approve
The Design-Build Scope	Execution	Check deliverables Provide project assurance Change control	Monitor deliverables Provide program assurance Configuration management	Accept deliverables
Issue resolution	Raise and respond, submit analysis	Check for project implications Conduct additional analysis Recommend courses of action Transmit decision to design-builder	Check for program implications Support recommended course of action	Approve
Third party	Coordinate, partner, resolve issues	Oversight and assurance	Contract management support	Contracting party

The selected Bidder shall provide a team of qualified personnel to provide PCM Services. This team shall be responsible for performing or overseeing all of the duties necessary for the successful oversight of Construction Package 1, including, but not limited to the following:

- Review of procurement documentation and design-builder proposal evaluation
- Design oversight management
- Construction management and Design-Build Contract administration
- Oversight of Design-Builder's quality plan and process
- Random testing and inspection in the field and at the source of fabrication using qualified and appropriately certified staff and equipment



- Quality management oversight
- Geotechnical, environmental, and material testing services
- Claims analysis and support
- Document control and project controls
- Scheduling
- Estimating
- Interface coordination
- Permit/environmental compliance checking
- Safety and security compliance checking
- Oversight of labor compliance
- Other services as required

The PCM shall be co-located with the relevant Design-Builder staff for the scope element, either on site or in design offices. Some early procurement activities will be conducted at the Authority's Sacramento offices, involving a limited PCM staff. Visits to the Authority's offices for the duration of the contract will be required as determined by the Authority.

1.3 Management Reports and Meetings

These reports shall detail the contractual progress of the PCM, differentiated from the progress reporting processed in managing the Design-Build Contract.

The PCM shall provide progress reports to the Authority as requested, but no less frequent than every thirty (30) days. At a minimum, the progress reports shall include a progress description and percentage completion by task to date, identification of problems and proposed solutions, major milestones on the project schedules, revised completion dates if necessary, and budget expended to date.

The PCM shall participate in meetings with appropriate agencies, groups, and consultants involved in this and other studies undertaken by the Authority to facilitate timely coordination of effort, identify and address issues of concern, and share information. The PCM shall make presentations to the Authority Board and others as directed by the Authority's Executive Staff, under advisement of the Program Management Team. Before contract completion, the PCM shall hold a final meeting with the Authority Contracts Manager to present findings, conclusions, and recommendations, and shall submit a comprehensive final report on the project.



2. Design-Build Oversight

This section covers Design-Build oversight services to be provided by the PCM during the design and construction of the California High Speed Rail Project (the Project) Construction Package CP-01.

The PCM is responsible for the following:

- Providing management, technical, professional, and administrative staff as required to successfully perform the scope Assisting the Authority in the development and implementation of Project Plans and procedures
- Implementing information management systems that provide for timely collection, collation, analysis, and reporting of Project information;
- Assisting the Authority in meeting FRA and other third-party reporting requirements
- Performing the PCM scope of work in accordance with Authority and FRA requirements

The Design-Builder is responsible for the design and construction of CP-01. The Independent Checking Engineer (ICE) and the Independent Site Engineer (ISE) are responsible for checking the Design Builder's technical submittals and subsequent construction activity³. The PCM provides oversight, administration, reporting, and recording services to the Authority and does not assume any of the roles assigned to the Design-Builder or ICE or ISE under the Design-Build Contract.

The PCM shall provide design and construction oversight for the Design-Build Contract, including monitoring Design-Builder progress against plan, facilitating design and integration workshops specified in the Design-Build Contract and at the formal partnering workshops. The PCM shall initiate and coordinate meetings and formal partnering workshops as required to ensure issues are resolved to meet schedule, and ensuring adherence to Authority procedures for change control and configuration management. The PCM shall refine manuals and implement procedures developed by the Authority for the management of the Design-Builder. The PCM shall be responsible for implementing the Authority procedures for Non-Conformance Reports (NCR) and construction change orders, and shall oversee the documentation of NCRs and change orders by the Design-Builder. The PCM shall implement and refine the Authority's construction claims avoidance program, and shall manage the construction claims process.

The PCM shall monitor construction shop drawings and check that Design-Builder construction documentation is submitted in compliance with the contract.

³ For more detail on the roles and responsibilities of the ICE and ISE see the Design-Build Contract, Verification, Validation and Self-Certification section in the Design-Build Contract



The PCM shall assign the appropriate staff to cover all Design-Builder shifts and phases of work. The Consultant may assign specialized personnel to oversee special phases of the Project. The Authority shall assign an Authority Contract Manager for the Design-Build Contract to work directly with the PCM.

The PCM shall conduct the work in accordance with Authority processes and procedures, to facilitate timely and informed decisions related to delivery of the Project, and to assist the Authority in meeting Federal Railroad Administration (FRA) and other third-party requirements. Processes, procedures, and checklists shall be refined and adapted for the phases of the project work in consultation with the Authority and PMT. Some of this initial work before the CP01 Notice to Proceed will be conducted at the Authority's Sacramento offices.

2.1 Communication/Meeting/Record Keeping

As the primary point of contact for the Authority with Design-Builders, the PCM shall receive Design-Builder correspondence and control outgoing PCM/Authority correspondence pertaining to Design-Builder scope. Contract issues between the PCM and the Authority will be managed directly with the Authority. The PCM shall maintain record-keeping standards as detailed in Section 3.2. Pursuant to a written delegation of authority from the Authority, the PCM shall sign transmittals and either draft letters for Authority signature or sign on behalf of the Authority, depending on the Authority's preferences. The PCM shall track the progress of all correspondence and hasten near due and overdue communications from others to the Design-Builder. The PCM shall maintain an ongoing dialogue with Design-Builders at all working levels in order to promote unity of purpose and teamwork.

The PCM shall participate in or conduct regular meetings with the Design-Builder, including, but not limited to, the following:

- Preconstruction meetings
- Progress meetings
- Design review meetings
- Change/claim negotiation meetings
- Interface coordination and integration coordination workshops

The PCM shall generate meeting minutes or records for all regular meetings conducted by the PCM. These minutes shall be reconciled with the Design-Builder records. The PCM shall coordinate invitations to the Authority and third-party representatives that are required at particular meetings

The PCM shall maintain files for all formal documents associated with the Design-Build Contract. Files shall be organized under a uniform file index and maintained in accordance with Authority-approved procedures.



The PCM shall maintain logs and other records, and provide reports regarding contractor and other project-related activities, including the following:

- Details regarding suspension for convenience as defined in the Design-Build Contract
- Third-party claims and delays
- Details that may apply to the application of liquidated damages
- Sole source procurement activity by the Design-Builder
- FRA processes and requirements

2.1.1 Requests for Information (RFI)

In accordance with procedures approved by the Authority, the PCM shall process Design-Builder RFIs via the Integrated Management Information System (IMIS). RFIs shall be received by the PCM and forwarded to appropriate reviewers for comments. The PCM shall review and respond to RFIs pertaining to PCM-generated documents and other questions within their purview. The Authority shall be included in RFI reviews for questions within their purview and otherwise to the extent desired. Upon return of reviewer responses, the PCM shall review responses for overall Design-Build Contract compliance, and then return RFI responses to Design-Builders.

Assumptions

- Design-Builders shall be responsible for transmitting answers to third-party questions.
- Questions pertaining to the Contract between the Design-Builder and the Authority will be addressed directly with the Authority.

Schedule

- Per Master Project Schedule

Deliverables

- Responses to Design-Builder-initiated RFIs within the time targeted in the Authority process

2.1.2 Design-Builder reporting

The Design-Builder is the primary generator of reports, data, and information regarding the construction package. The PCM shall perform the following activities:

- Check that reports are submitted by the Design-Builder according to the agreed schedule, in the correct format, and via the correct means
- Provide supplementary analysis, recommendations, and reporting where required



- Work with the Design-Builder to ensure that reporting meets the requirements of the Contract, Authority, and other stakeholder agencies
- Report that Design-Builder submittals are substantially accurate and detail exceptions where submittals do not accurately reflect the issue or submittal contents. Where submittals are substantially inaccurate then direct the Design-Builder to resubmit.
- Prepare meeting minutes for all meetings attended, including action items and responsible firm/individual. The PCM shall use these minutes to check Design-Builder submitted minutes for accuracy.

2.2 Verification, Validation and Self-Certification

A critical element of the overall program delivery is the Verification, Validation, and Self Certification process (V&V). The main responsibilities for this process at a project level are with the Design-Builder, the Independent Checking Engineer, and Independent Site Engineer. The PCM and PMT also play roles in the checking of the data as submitted by the Design-Builder and ICE/ISE organizations. The V&V process is independent of, but supported by, the Design-Builder's Quality Management, Requirements Management, and Interface Management processes. All the processes work together to fulfill a self-certified, technically compliant project. The PCM shall follow the process and procedures developed by the Authority and PMT and refine as deemed appropriate by the PCM with Authority and PMT concurrence as appropriate.

2.2.1 Design-Builder Technical Submittals

The PCM shall process Design-Builder submittals via IMIS. Submittals shall be received and checked for administrative completeness, and the Design-Builder and ICE or ISE reports reconciled before distribution to appropriate reviewers with recommendations. The PCM shall confirm that the Design-Builder provides full traceability against all technical contract requirements as required in the applicable V&V contract requirements. The traceability shall demonstrate how the technical contract requirements are met during final design, construction, and testing/acceptance, including the necessary objective evidence. The PCM shall use IBM Rational DOORS software for requirements management as specified in the V&V contract requirements.

The PCM shall track the status of reviews and manage the duration of the review process to support the project schedule, and expedite where necessary. Upon return of reviewer comments, the PCM shall review, log, and return comments to Design-Builders with an Authority approved response (SONO or other).

The PCM shall coordinate submittal reviews with the Authority with the goal of completing reviews within thirty (30) calendar days of receipt. Submittal processing may vary between the Design-Builder and other third-party contracts. The review time does not constitute a "hold



point” for the Design-Builder. Reviews shall be performed by the appropriate design disciplines.

The PCM is responsible for the following:

- Reviewing Design-Builder design submittals for contract compliance (not technical compliance)
- Attending Design-Builder design meetings as necessary and coordinating with the Authority and PMT for additional support
- Working with the Authority team to refine the Verification, Validation, and Self-Certification processes
- Conducting Field observations to check contract requirements conformance and substantial accuracy of Design-Builder reporting. Field observations and reports shall include checking schedule, quantities, and estimated percent complete for each identified milestone
- Attending third-party design coordination meetings as needed
- Ensuring that the relevant parties are present at design coordination meetings
- Facilitating resolution of conflicts between the Design-Builder and third parties, unless the conflict becomes a formal dispute between the Design-Builder and the third party

Assumptions

- The Design-Builder will submit design packages for review according to the submittal schedule.
- Each submittal contains an associated self-certification compliance report(s).
- The Contract Data Requirements List (CDRL) shall provide additional information on which submittals require review for SONO and which require a contract administration check only
- All comments from the Authority and PMT shall be reviewed by PCM to clarify comments, eliminate duplicative comments, and resolve conflicting comments prior to return to the Design-Builder. IMIS and relevant Authority procedures shall be used to track comments.
- Detailed procedures will be developed in conjunction with the PMT and Authority to manage this portion of work.

Schedule

- Per Master Schedule and as negotiated with Final Designers



Deliverables

- Comment tracking and disposition log
- Submittal review comments and recommendations for SONO

2.2.2 Independent Checking Engineer (ICE) and Independent Site Engineer (ISE) Submittals

As part of the V&V process, the ICE and ISE are required to review signed and sealed submittals from the Design-Builder for technical Design-Build Contract compliance. The ICE and ISE are required to produce a signed and sealed report against each Design-Builder technical submittal to the Authority and the Design-Builder. This includes a 100 percent check conducted by the ICE of the Design-Builder design submittal. The Design-Builder is then required to submit their submittal with the matching ICE or ISE report. The PCM shall check that the ICE and ISE reports are received and match the reports submitted by the Design-Builder in the particular submittal before forwarding for review.

2.2.3 Third Party Technical Submittals

The PCM shall receive and log copies of submittals and other formal correspondence between the Design-Builder and third parties. The PCM shall produce and implement procedures to ensure all submittals and other formal correspondence between the Design-Builder and third parties are captured in the project records.

2.3 Independent Checking Engineer and Independent Site Engineer

The PCM shall:

- Check the deliverables of the ICE and ISE for administrative compliance with the Design-Build contract
- Check the qualifications of the ICE and ISE and advise on suitability of proposed staff
- Audit the transparency and effectiveness of the review and submittal process between the Design-Builder and the ICE and ISE

2.4 Quality

The Design-Builder is responsible for Quality Control and Quality Assurance of the Construction Package work, as well as the work and products of all sub Consultants, fabricators, suppliers, and vendors.

The PCM shall develop and implement a Quality Management System (QMS) with associated procedures in accordance with the Authority's Program Quality Management Plan (QMP). The PCM shall support the Authority's QMP as required by the Design-Build Contract and shall



submit a Quality Assurance Plan (QAP) to the Authority for approval. The PCM's QMS shall complement the Design-Builder's self-certification and Quality systems and shall not duplicate those requirements. The QMS shall comply with the general requirements of the Authority's QMP, and applicable provisions of ISO International Standards 9001:2000.

2.4.1 Design-Builder Quality Oversight

The PCM shall perform quality oversight activities of the Design-Builder's QMS. The PCM shall monitor the performance of Design-Builder's adherence to quality requirements and procedures. Quality activities shall include the following:

- Periodic meetings and coordination with Design-Builder's Quality Manager and staff
- Review of Design-Builder's QAP document submittals and recommendation for acceptance with justification
- Development of Audit and Surveillance schedules with appropriate checklists
- Audits to check compliance with supplier process control and that purchased services or products conform to specified requirements
- Follow-up of the preventive or corrective actions and verification of implementation
- Audits of the Design-Builder's comments tracking and disposition process, and reconciliation with the PCM's comments log
- Logging and tracking of observations and non-conformances of Design-Builder's activities prepared by the PCM's field staff
- CADD standards compliance reviews, which shall be performed at least once before and after Ready for Construction submittals and for As-Built design submissions
- The PCM shall also perform reviews of proposed design deviations and provide recommendations to the Authority.

Assumptions

- Overall, Project-wide quality oversight requirements shall be established with supplemental requirements to monitor compliance with Design-Builder's QMS.

Schedule

- Per Master Schedule

Deliverables

- Audit and Surveillance schedules for the Design-Builder's QMS



- Audit and Surveillance checklists for the Design-Builder's QMS
- Audit and Surveillance Reports regarding Observations and NCRs and subsequent close out
- NCR reporting

2.4.2 Statistical Sampling

The Design-Builder shall verify that testing is specified and performed per Design-Build Contract requirements with participation by needed parties, and that reports are prepared and follow-up actions addressed. The Design-Builder will develop its own design and construction specifications with clear testing requirements in each section, including the method of testing, duration of the test, who is present at the test, who conducts the test, and who reports the outcomes.

The PCM shall establish a statistical sampling program in consultation with the PMT and the Authority based on the Design-Builder's schedule and QMS. Tests shall be conducted without notifying the Design-Builder of the time or location of the test. Results shall be correlated against Design-Builder results for the same location and recommendations made on the results of the correlation. Tests shall require establishment of a procedure and reporting method. Tests may be conducted in the field or in a place of manufacturing if a system component. The statistical sampling program shall include sampling on utility relocation and other third-party work.

Deliverables

- Statistical sampling program as part of the quality management plan
- Statistical sampling progress reports

2.4.3 Inspection and Testing Oversight

The PCM shall provide qualified field personnel and equipment to monitor, document, inspect, and test the field construction. These services shall be performed at a level complementary to, and not duplicative of, the Design-Builder and ISE requirements, and shall be performed according to Authority procedures. These services shall be provided as follows:

- With the Design-Builder, perform pre-construction condition surveys and prepare reports including photographs and video records. Reconcile those records with the Design-Builder. Condition surveys shall include photo and/or video documentation of existing conditions within and immediately adjacent to the construction areas with notations of observed defects or damage.



- Ensure the Design-Builder coordinates with third-party inspection teams according to the provisions of any Agreements.
- Monitor and report on third-party inspection activities to ensure the principles of Design-Build and self-certification are maintained.
- Document construction observations in daily construction reports and in progress photographs
- Determine with the Authority the percentage review of milestones to be physically checked for completeness, and those that can be checked administratively, based only on a review of Design-Builder submittals (inclusive of photographic evidence that a milestone has been completed)
- Participate in Design-Build Contract Milestone turnover and Substantial Completion Inspections, including concurrence of Design-Builder punch-list items and resolution. PCM shall make recommendation to Authority for acceptance of Design-Build Contract Milestone completions and issuance of Substantial Completion
- Participate in Final Acceptance Inspections, including concurrence of Design-Builder punch-list items and resolution. PCM shall make recommendation to Authority for issuance of Final Acceptance
- Ensure Design-Builder achieves Design-Build Contract requirements for construction quality, maintaining public safety, and protecting the environment during construction
- Participate in resolution of issues pertaining to field construction
- Initiate Nonconformance Reports (NCR) when applicable. Maintain deficiency log in IMIS
- Observe and report on the satisfactory close-out of NCRs by Design-Builder
- Check and report on effectiveness of Design-Builder Nonconformance procedures
- Provide services of a qualified construction testing laboratory
- Check that Special Inspections as required by Code and specifications are performed by the Design-Builder, as applicable
- Perform construction oversight, checking that Design-Builder's Work is performed in compliance with their approved quality program and checked by the Independent Site Engineer for compliance.



Assumptions

- Design-Builders are responsible for self-certification, quality control, quality assurance, testing and inspection, and V&V. Design-Builder work will be checked and verified by the ICE/ISE for technical compliance.

Schedule

- Per Master Project Schedule

Deliverables

- Quality management plan inclusive of Inspection Test Plan and Audit Schedule
- Digital photography essay of all construction work performed

2.5 Sustainability

The PCM shall monitor the Design-Builder's sustainability initiatives and compliance with sustainability requirements. The PCM shall check the Design-Builder's sustainability report submittals for contract compliance.

Deliverable

- Monthly sustainability compliance reports

2.6 Design-Builder Cost and Payment Process

The PCM shall process milestone payment requests submitted in accordance with Authority-approved procedures and section 3.5 for payment by the Authority.

The PCM shall administer the process regarding provisional sum entitlements as described in the Design-Build Contract.

2.7 Safety and Security

The Design-Builder is responsible for safety and security issues for all work sites under its contract. The PCM is responsible for the following:

- Providing oversight of the Design-Builder's construction safety and security activities and Design-Build Contract safety and security deliverables
- Developing and implementing Construction Safety Training programs for Authority and PCM field staff



- Acting as the Authority's representative for and coordinator of Authority construction safety and security activities

2.7.1 Safety and Security Program Oversight

The PCM shall develop and submit to the Authority for review and approval a Safety and Security Program Oversight Plan (SSPOP) for the oversight of the Design-Builder's safety and security program activities. The SSPOP shall describe the following:

- The roles and responsibilities of PCM safety and security representative(s)
- A schedule for Design-Builder deliverable reviews and safety and security activity audits
- A plan for communication with safety and security representatives from the Authority and the Design-Builder
- A plan for audit of Design-Builder worksite safety and security activities
- A plan for accident/incident investigation and reporting as required
- A plan for oversight of Design-Builder safety and security certification activities

The PCM shall review the Design-Builder's Site-Specific Health and Safety Plan (SSHASP) and Site-Specific Security Plan (SSSP) for contractual and regulatory compliance. SSHASP and SSSP compliance reviews will be conducted at the start of the Design-Build Contract period and annually (or as required) thereafter during the life of the contract, ensuring that updates are made to the plans by the Design-Builder as the project matures and conditions change. The PCM will provide a report of the review including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority. Reports of these reviews shall be submitted to the Safety and Security Project Committee for consideration.

The PCM shall review the qualifications of the Design-Builder's proposed safety and security representatives for contractual compliance at the start of the Design-Build Contract period or as representatives' change. The PCM shall provide a report of the review including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority. Reports of these reviews shall be submitted to the Safety and Security Project Committee for consideration.

Assumptions

- Audits of the Design-Builder's safety and security programs shall be conducted at the start of the contract period and annually thereafter



- Review of qualifications of Design-Builder's proposed safety and security representatives shall be conducted when the representatives are first proposed, and thereafter as representatives change

Deliverables

- Safety and Security Program Oversight Plan
- Reports on Design-Builder SSHASP and SSSP compliance reviews
- Reports on Design-Builder safety and security representative qualifications reviews

2.7.2 Construction Safety and Security

The Design-Builder shall implement a Site-Specific Health and Safety Plan (SSHASP) and Site-Specific Security Plan (SSSP) in accordance with the Design-Build Contract. The PCM shall perform the following activities:

- Conduct technical reviews of Project Design-Builder safety and security deliverables including SSHASP SSSP, employee communications plan, job hazard analyses (JHAs), traffic management plans, adjacent railroad work protection plans, emergency response plans, training plans, training curriculum, security reports, and accident/incident investigation reports and corrective action plans. The PCM shall provide a report of the technical reviews including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority.
- Coordinate with Owner Controlled Insurance Program Safety Representatives as directed by the Authority.
- Conduct periodic safety and security audits of Project worksites to assess the Project Design-Builder's compliance with the SSHASP and SSSP, and develop and submit audit reports to the Safety and Security Project Committee for consideration.
- Perform audits of Design-Builder submittals of Monthly Safety Activity Reports and Monthly Security Activity Reports, and develop and submit audit reports to the Safety and Security Project Committee for consideration.
- Perform construction accident/incident investigations where the Authority elects to perform its own investigation and develop reports for Authority review. Reports of these investigations shall be submitted to the Safety and Security Project Committee for consideration.

Assumptions/Schedule

- Safety and security worksite audits shall be performed weekly and as required



Deliverables

- Construction Safety and Security Audit Schedule and Reports
- Summary reports of audits of the Design-Builder's Monthly Safety Activity Reports and Monthly Security Activity Reports
- Accident/Incident investigation reports as required by the Authority including digital photography

2.7.3 Safety and Security Training

The PCM shall develop and implement a safety and security training program for Authority and PCM field representatives, in conformance with the Design-Builder's SSHASP and SSSP. The training shall comply with all regulatory requirements. Training shall be documented and such documentation shall be made available to the Authority for review upon request.

Assumptions

- PCM shall be responsible for providing all safety and security training for Authority and PCM field representatives

Deliverables

- Safety and Security Training Program Plan

2.7.4 Safety and Security Committee Meeting Participation

The Authority has established the Safety and Security Project Committee to oversee and monitor the Program safety and security compliance. The PCM shall provide technical support to the committee, including providing reports and recommendations to the Authority for Design-Builder safety and security issues, events, and activities. The PCM shall submit to the Safety and Security Project Committee any safety or security documents that require Authority concurrence or approval, including but not limited to the PCM's SSPOP, the Design-Builder SSHASP, SSSP, SSCP, and other technical submittals, and reports on completed Safety and Security Certification Packages.

The PCM shall also participate in Project progress meetings, Authority Fire and Life-Safety Committee meetings, and other meetings as required by the Authority.

Assumptions

- Authority shall manage and oversee the Safety and Security Project Committee

Schedule

- Meetings shall be held monthly



Deliverables

- Input into Safety and Security project Committee agenda and action items

2.7.5 Safety and Security Certification

The Design-Builder is responsible for developing and implementing a Safety and Security Certification Plan (SSCP). The PCM shall review the Design-Builder's SSCP for compliance with the Design-Build Contract and the Authority's SSMP. The SSCP review will occur at the start of the Design-Build Contract period and any time the plan is changed in content or scope. The PCM shall provide a report of the review including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority.

The PCM shall audit each updated Certifiable Elements and Hazards Log, Certifiable Items List, and Safety and Security Certification Package issued by the Design-Builder. The audit process shall conform to the Authority's SSMP and V&V Management Plan. The PCM shall provide a report of the audit including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority.

Deliverables

- Audit reports as determined by schedule
- Design-Build Contract compliance reports

2.8 Notice to Proceed (NTP)

The PCM shall monitor and track Authority and Design-Builder activity, deliverables and schedules between contract award and NTP. The PCM shall coordinate with the Authority and PMT to determine and then issue a reasonable NTP for the Design-Builder.

The PCM shall monitor and report on work by the Design-Builder that occurs between Contract Award and NTP.

2.8.1 Prerequisites for the start of Construction

The Design-Builder is responsible for ensuring that all contractual requirements are complete prior to the start of construction activities. The PCM shall:

- Monitor, check, and report on the completion of those activities and deliverables.
- Coordinate with the Authority and PMT for deliverables due to enable the Design-Builder to start construction work
- Track deliverables due from the Authority and PMT and expedite where necessary to support the baseline schedule



- Monitor additional conditions for construction required of the Design-Builder. Ensure the Authority or PMT are apprised of current Design-Builder priorities where Authority or external deliverables are affected.
- Check right-of-way is acquired and cleared for entry
- Check all requisite permits have been acquired
- Check any required notifications have been or were issued with the appropriate lead time

2.9 Alternative Technical Concepts (ATCs)

The PCM shall monitor and record the implementation of ATCs priced in the Design-Build Contract. Change requests for an increase in the Contract price, resulting from the Contractor's failure to implement an ATC, are not permitted.

2.10 Value Engineering Change Proposals

The PCM shall review VECs for completeness and distribute for review. The PCM shall account for accepted VECs according to section 3.5, the terms of the Design-Build Contract and Authority procedures. VECs shall be subject to change and configuration control procedures in sections 3.4.3 and 3.4.4 respectively.

2.11 Environmental Compliance

Environmental compliance is critical to the success of the project. The Design-Builder is responsible for self-certifying compliance and the PCM shall provide assurance that the Design-Builder's reports are an accurate reflection of actual activities. The PCM shall provide oversight of the Design-Builder's design, permitting, construction, and operation phases and review the Design-Builder's documented compliance with approved environmental mitigation requirements. The PCM shall check design reports from the Design-Builder and the ICE for compliance with the environmental mitigation measures and permit requirements.

The PCM shall oversee and report on the following:

- Oversight of compliance with the requirements of the final environmental documents
- The effectiveness of the Design-Builder's Environmental Management Systems
- Oversight of compliance with the Authority initiated permit conditions and final permit conditions
- The effectiveness of the Design-Builder's implementation of the Mitigation Monitoring and Reporting Program, and the accuracy of the reporting against the mitigation measures
- The accuracy of the data and information submitted by the Design-Builder into the IMIS



Deliverables

- Monthly reports reviewing Design-Builder environmental compliance reporting

2.12 Hazardous Materials

The PCM shall track, check, and report on Design-Builder activities in relation to the discovery, remediation, disposal of, and provisional sum administration of hazardous materials.

Deliverables

- Hazardous materials log
- Provisional sum independent estimates
- Include status in its monthly compliance report

2.13 Interface Management Activities

The Design-Builder is required to manage the interfaces involved in the Design-Build Scope. The PCM shall review the Design-Builder's Interface Management Plan and team members' qualifications in consultation with the PMT and shall ensure that the Interface Coordination Team (ICT) workshops occur and that the relevant Authority and PMT roles have been invited. ICT efforts are to ensure and document that the Design-Builder's design is compatible with the adjacent Construction Package interface points and installation of future core system elements and facilities.

2.14 Reliability, Availability, Maintainability, Safety (RAMS)

The RAMS management process incorporates the characteristics of planning, design, construction, testing, operational readiness, and subsequent operation of the high-speed rail system. RAMS are priority considerations in the planning and execution of all work activities on the Project. The PCM shall review the Design-Builder's RAM program plan for conformance with the CHSTP RAM Program objectives. All other RAMS submittals shall be reviewed for contract compliance by the PCM and distributed to the Program RAMS team for technical review.

2.15 Right-of-Way

The PCM shall coordinate between the Design-Builder and the Authority's right-of-way sub-consultant to ensure that access is efficiently coordinated. The PCM shall also perform the following:

- Coordinate information-sharing workshops between the right-of-way sub-consultant, Authority, and Design-Builder



- Administer the change control process for changes to the baseline right-of-way Acquisition Plan
- Provide oversight of Design-Builder temporary construction easement activity
- Check Design-Builder right-of-way report submissions for contract compliance
- Monitor and record Design-Builder actions following a change in the Right-of-Way Acquisition Plan
- Work with the PMT to review and update elements of the access control maps as required

Assumptions

- The Authority's baseline Right-of-Way Acquisition Plan will be produced and updated by the Authority's right-of-way sub-consultant. The plan will be subject to change control, administered by the PCM.
- Temporary easements shall be identified and obtained by Design-Builder.

Schedule

- Per Master Project Schedule

Deliverables

- Change requests
- Right-of-way compliance updates
- Assessment and report on the schedule impact of proposed Right-of-Way Acquisition Plan changes

2.16 Public Involvement

The Program Communications Plan shall be updated by the Authority through a collaborative effort with the PCM and the Design-Builder to create and maintain an ongoing process for Project communication between the Authority, the Design-Builder, the PCM, key stakeholders, agency representatives, and the general public for the Project. The Design-Builder shall implement the project Public Involvement Plan to provide timely and accurate information regarding the Project. The Design-Builder shall assist the Authority in preparing for and participating in public meetings and other outreach activities. The PCM shall provide oversight of Design-Builder Public Involvement Teams; shall provide personnel to support the Authority in community outreach, media, and public information efforts; shall coordinate, in conjunction with the Authority, public and agency interaction elements of environmental compliance requirements specified in the Final environmental documents.



2.16.1 Public Involvement Activities

The Public Involvement Plan and associated activities will be developed and implemented by the Design-Builder.

The Authority shall retain responsibility for providing and coordinating site security and safety at Authority-sponsored Public Involvement meetings and community events and such responsibility shall not be delegated to the PCM. The Authority may elect to procure the services of the local Police department to provide various services such as site security, crowd control, traffic control, and other site security and safety related services. In such instances, PCM may be asked to coordinate on-site event activities with the Authority and the local Police department.

2.16.2 Oversight of Design-Builder Public Involvement Activities

- Oversight of Design-Builder Public Involvement plan and activities, reporting on effectiveness, possible improvements, lessons learned for other Authority contracts and engagements, and Design-Builder responsiveness to Public comments
- Oversight of Design-Builder produced materials
- Coordination and facilitation of Design-Builder Public Involvement and Authority Communications teams for review and approval of materials
- Oversight of Design-Builder Public Involvement contacts database, checking for: new contacts; existence of groups that are traditionally underserved or underrepresented in the public involvement process, such as low-income and minority populations that are often referred to as “environmental justice” populations; contact with business owners, community leaders and residents. The Design-Builder shall be the primary contact for these groups; however, the PCM shall provide oversight and guidance from the Authority for communication
- Coordination of Authority teams in support of Design-Builder initiatives

2.16.3 Facilitate Program Public Involvement Meetings

For Authority initiated program-level events for which the Design-Builder is not directly responsible, the PCM shall provide the following:

- Event coordination, including selecting and securing a location compatible with community needs
- Conducting site checks of proposed facilities, and paying all rental fees if required
- Drafting and producing information materials, such as agendas, fact sheets, and programs
- Handling design, production, and dissemination of information and publicity materials prior to each meeting, including postcards, newsletters, flyers, and media releases



- Conducting reminder telephone calls to encourage attendance
- Audio and visual support
- Drafting and producing comment cards, sign-in sheets, and staff name tags
- Providing refreshments to the extent appropriate under state and federal law.
- Setting up and cleaning up equipment and facilities
- Following up the meeting, including preparing summary reports with specified action items and issues and appropriate responses, database maintenance, and correspondence
- All other event logistics

The PCM shall provide the Authority with original printed and electronic copies of all informational materials/handouts, comment forms, attendance records, summary reports of all meetings complete with agendas, comments and statements by responsive members, specified action items and issues, and any required follow up.

In addition to regular public involvement meetings, design charrettes may be required to gather public input on elements of final design.

Significant Project milestones shall warrant special events, such as Groundbreaking, Final Acceptance, and dedications. The PCM shall provide event support for these events under the direction of, and in coordination with, the Authority.

Assumptions

- The Design-BUILDER shall continue to communicate with communities through Authority-sponsored public events

Deliverables

Original printed and electronic copies of the following:

- Informational materials/handouts
- Comment forms
- Attendance records
- Summary reports including agendas, comments and statements of responsive members, specified action items and issues, and any required follow up.

2.16.4 Produce Graphics in Support of Public Outreach

Graphics shall be developed and provided by the PCM for public involvement activities in 2.16.3. Graphics shall include, but are not limited to, those necessary for newsletters, sign-in sheets, website, media and community involvement presentations. All graphics shall incorporate the Project Logo.



Interactive materials shall continue to provide new and tactile means for the public to interact with Project concepts as they develop. Materials that convey relevant and important information shall be produced, which include, but are not limited to, the following:

- Community event materials
- Newsletters and direct mailings

Assumptions

- A graphic logo is adopted for the Project during this phase

Deliverables

- Public outreach materials with consistent graphic representation as approved by the Authority

2.17 Site Visits

The PCM shall coordinate all site visits to the construction site with the Design-Builder. The PCM shall recommend and agree on the site visit schedule in consultation with the Authority and PMT. The aim is to balance the burden of site visit administration on the Design-Builder with the requirement for comprehensive stakeholder engagement.

Assumptions

- The visit schedule shall take account of all site visits from stakeholders.

Deliverables

- Site visit schedule updated monthly

2.18 Other Contracts

The PCM shall be tasked with providing coordination and oversight of the State Route 99 (SR-99) scope of work to be performed by Caltrans. The limits of the oversight activity will be defined in the Master Agreement between Caltrans and the Authority. The majority of items in this scope apply to this element of the project, with the following adjustments:

- The inspection and independent statistical sampling sections will not apply to the Caltrans work
- Construction and design oversight shall only be performed by the PCM on the HSR sections of the work and not the relocation of the highway
- There will be an increased design review process element as the Caltrans contract is likely to be a Design-Bid-Build contract. Changes shall be logged and managed per this scope of work



- Caltrans will be producing schedule and budget reporting for Authority review, which the PCM shall process
- The PCM may have to provide review services for re-imbursement requests to supplement Authority staff
- Full involvement with utilities that cross over the HSR right-of-way
- Standard procedures will be refined to configure them to this distinct element of the scope

3. Project Controls

3.1 Integration with Authority Information Systems

The PCM shall:

- Provide the services in a manner compatible and acceptable with the Authority's information systems and in accordance with Authority processes and procedures
- Ensure that the Design-Builder is complying with the Authority's requirements to submit information and data
- Implement and document Authority's procedures for information collection and dissemination and ensure that these are carried out by the Design-Builder
- Implement and document Authority's procedures for third-party information collection and dissemination in agreement with the third party

The PCM may require industry best practice information systems standards to perform the scope and shall use any applicable software to complete the work. Any PCM information systems shall integrate with the Authority information systems as required and shall adhere to the principles of real-time reporting, transparency of information, and shall be complimentary to, not duplicative of, Authority and Design-Builder information systems.

Assumptions

- The Authority sets the standards and procedures for the management of information
- The PCM is the gatekeeper and custodian of all project management related information
- The Design-Builder is responsible for production of information and retention of records under the Design-Build Contract
- The PCM shall provide at their cost all hardware, software, code, data and licenses necessary to conduct the scope.
- Data produced using additional software to conduct the contract for PCM Services shall be capable of being incorporated into Authority systems upon request for data from the



Authority, at no extra cost. All data produced by the PCM in the performance of the scope is to be able to be migrated to Authority designated systems either during the contract period or at substantial completion.

3.2 Document Control

The PCM shall provide document control services to record, monitor, and track submittals between the Design-Builder and the Authority. All material developed and produced for the Authority under the contract for PCM Services shall belong exclusively to the State of California.

All records at final acceptance of the contract for PCM services shall be transferred to the Authority or State of California in a format to be determined by the Authority.

3.2.1 Document Control and Records Management Systems

The PCM shall perform the following:

- Establish procedures and work instructions compatible with the Authority's procedures and information systems.
- Manage the receipt, logging, control, tracking, and timely processing of all Project documents, including correspondence and other forms of communication, technical documents, documentation of mitigation compliance oversight, shop drawings, calculations, data submittals, manuals, and samples received as part of the design, procurement, and construction process.
- File all communication in the Project files, in accordance with the Authority information management plan
- Refine procedures for the tracking of documentation between the Design-Builder and any third parties per Master Agreements and Task Orders
- Provide oversight of construction documentation processes and procedures undertaken by the Design-Builder
- Reconcile documentation records with the Design-Builder on a monthly basis
- Follow the Authority's "Sensitive Security Information" (SSI) policy when handling information designated as such

3.2.2 Tracking

The PCM shall track all time-sensitive submittals, correspondence, reviews and provide real-time days aged reporting and trending metrics. This shall ensure that Design-Builder submittals, change requests, claims and issues etc, are managed in an efficient, transparent and auditable way. The PCM shall produce a plan for managing the tracking, recording and reporting of time sensitive materials and issues.



3.2.3 Guidelines and Training

The PCM shall receive guidelines in the use of any Authority management software systems.

In addition, the PCM is responsible for the following:

- Provide training and support for the Design-Builder staff on any applicable Authority management software systems
- Assist the Authority in the development of guideline materials for information management
- Provide transition training to Authority staff on systems and software developed for conduct of the contract for PCM Services

3.2.4 Document Standards

The PCM shall prepare Project correspondence and other forms of communication in accordance with approved Authority document standards, procedures, and timelines.

3.2.5 Reference Standards File

The PCM shall check that this file complies with the Design-Build specifications, on a quarterly basis and notify the Authority and Design-Builder of any potential deficiencies.

3.2.6 Photographic records

The PCM shall audit the Design-Builder's photographic record keeping against the Design-Build Contract Specifications. The PCM shall maintain a photographic record limited to construction package milestones, issues, statistical sampling events, and other events or occurrences that it would be prudent to record. Photographs will have a location reference, subject, date/time stamp, and will be uploaded to the Authority's web portal.

3.2.7 Final Documentation Delivery

The PCM shall check all final documents from the Design-Builder for contract compliance and distribute for review where necessary.

3.3 Monthly Compliance Status Reports

The PCM shall submit a monthly compliance report and supporting data to the Authority that reflects Design-Builder compliance to engineering standards, schedule compliance, quality of material and work, safety and security and other contractual related issues for the prior month. Significant work anticipated in the coming month shall also be included.



The Design-Builder is responsible for project progress reporting whereas the Compliance Status report assesses the level to which the Design-Builder is compliant with the Design-Build Contract. Where the Design-Builder is not compliant, the PCM shall provide an assessment of the Design-Builder capability and plan of becoming compliant.

The report shall contain consolidated information from the PCM's scope of work that will be supported by real-time performance metrics and trends.

The report shall include an assessment of overall Project status against Design-Builder reporting regarding scope, schedule, budget, quality, claims and disputes, changes, technical compliance, right-of-way and access, risk assessment, environmental compliance, safety and security, public involvement, labor and SBE compliance, formal partnering activities, and a list of open action items, responsibility for completion and current status.

The PCM shall submit a Compliance Management Plan detailing the PCM's actions to determine the schedule of checks and audits necessary to assure Design-Builder Contractual compliance. This will be developed in collaboration with the Authority, PMT, Resource Agencies and other third parties. The plan will detail the performance measurements that will be reported on and trend analysis to be conducted to gauge Design-Builder performance.

Assumptions

The primary reporting functions for CP-01 are the responsibility of the Design-Builder; the PCM shall focus on producing exception reports detailing where the design builder is not in compliance or where Design-Builder reporting does not accurately reflect the subject matter.

Deliverables

- Monthly Compliance Status Report
- Monthly Action Item List
- Monthly Design-Builder Cost and Schedule assessment
- Performance reporting metrics
- Compliance Management Plan

3.4 Project Controls Services and Support

Where applicable, the PCM shall provide project control services in accordance with the Authority's approved procedures and FRA requirements. Using proven and effective tools and techniques for dealing with essential Project Control (scope, schedule, budget, and changes) procedures, the PCM shall perform the following:

- Review and recommend approval of Design-Builder baseline scopes, schedules, and payment milestones consistent with the Design-Build Contract.



- Monitor and report on Design-Builder progress against baselines through the use of data collection, collation, and analysis. Reporting shall be done on a monthly basis; the Authority and the PCM shall jointly determine the method, format, media, and scheduling for standard reporting requirements.
- Perform trend analyses relative to cost and schedule. Trend analyses shall be performed monthly and updated to reflect the most recent Design-Builder submittals. The PCM shall analyze Design-Builder identified changes in work production including cost and schedule and shall address early detection of potential delays, claims, conflicts between contracts, or other potentially significant impacts to the Project; and the total impact to cost and schedule.

3.4.1 Project Control Procedures

The PCM shall assist the Authority in implementing and refining project control procedures to be used by the Authority, the PCM and Design-Builder. The procedures shall integrate with the Authority's management systems.

3.4.2 Support for FRA and other Agency Reports

The PCM shall review and recommend approval of Design-Builder FRA and other agency reporting submittals.

Assumptions

The data and information shall be provided by the Design-Builder in the format and medium designated by the Authority. The PCM shall be responsible for checking that the reports have been received, are accurate, and can be rolled up to Program-level reporting.

3.4.3 Change Control Administration

The PCM shall follow the Authority's approved Change Order procedures in identifying, analyzing, clarifying, resolving, and processing, including the maintaining of change logs that identify pending changes, probable changes, changes in the change order process, and authorized Change Orders (COs).

The PCM shall maintain a log of all issues that could lead to changes, claims, or disputes, and the relevant dates and durations. This log shall reflect the status of all issues through to resolution.

The PCM shall provide dispute avoidance and resolution services as required on all Authority-contracts consistent with Design-Build Contract provisions and general practices.

3.4.3.1 Authority-Initiated Changes

The PCM shall follow the Authority's Procedures and be responsible for the following:



- Preparing the outgoing change package generally consisting of transmittal cover document, technical attachments, along with specific documentation explaining the reason for the change
- Determining if the change will affect other contracts or third parties within the Project and prepares the necessary documents that addresses how this affects others
- Preparing independent estimate of cost and time impacts associated with change
- Determining whether the change affects the Project configuration and, if so, informs the Authority's Configuration Manager and then assists in managing the effects on the projects configuration in accordance with the Authority's Configuration Management Plan
- Determining whether Design-Builder needs to implement the change prior to completion of cost and time negotiations in order to mitigate impacts
- Reviewing the changes with the Authority and obtaining concurrence for the change
- Transmitting the change to the Design-Builder
- Evaluating Design-Builder cost and time estimate against an independent estimate
- Negotiating the cost and time change with the Design-Builder, including preparation of pre-negotiation plans and post negotiation records as applicable. Cost and time settlements negotiated by the PCM shall be subject to approval by the Authority
- Checking that the Design-Builder adheres to the change reporting timelines as stated in the Design-Build Contract and acts on change orders immediately
- Assisting the Authority in the preparation of change order documentation and routing for signature by the Authority, Design-Builder and others.

3.4.3.2 Design-Builder-Initiated Changes and Notifications of Potential Changes

Design-Builder-initiated changes shall generally consist of scope changes, differing site condition changes, impact-type changes resulting from Authority-controlled actions or documents, or notifications of potential changes where the extent of impact is not yet clear. The PCM shall be responsible for performing the following on Design-Builder initiated changes:

- Receive the Design-Builder request for change, performing a technical and commercial evaluation, with recommendation to the Authority
- Determining if the change affects other contracts within the Project and preparing the necessary documents
- Determine whether the change affects the Project configuration and, if so, informing the Authority's Configuration Manager and assisting in managing the effects on configuration in accordance with the Authority's Configuration Management Plan
- With Authority concurrence, prepare responses to the Design-Builder



- Responses shall generally recognize the requested change, reject or deny merit of requested change, or request additional information for evaluation
- On recognized impact type changes, working with Design-Builder to mitigate impacts
- Prepare independent estimate of cost and time impacts associated with recognized changes
- Evaluate Design-Builder cost and time estimate against independent estimate
- Negotiate the change cost and time with Design-Builder, including preparation of pre-negotiation plans and post-negotiation records as applicable. Cost and time settlements negotiated by PCM shall be subject to approval by Authority
- Assist the Authority in the preparation of change order documentation and routing for signature by Authority and Design-Builder

Assumptions

- PCM shall take the lead role on change order negotiation and documentation.

Deliverables

- Change Order Supporting Documentation, including the following:
 - Change status log
 - Change trend analysis, recommendations, and reporting
 - Dispute Resolution Supporting Documentation (e.g. Issues log)

3.4.4 Configuration Control Administration

The PCM shall assist the Authority in administering the configuration control process for changes to the design baseline as it pertains to the project. The PCM shall track the progress of Contractor Design Variation Requests, alternative technical concepts and VECPs through the process. The PCM shall expedite imminent responses and shall coordinate workshops with the Authority, PMT and Design-Builder where required to better understand requests and to seek resolution.

Assumption

- Changes that occur may trigger an impact to the configuration thresholds established by the Change Control Board
- The PCM shall follow the Authority's approved Configuration Management Plan and associated procedures
- The PCM shall provide oversight of the Design-Builder configuration control process



Deliverables

- Design-Build Contract configuration control log
- Design-Build Contract configuration usage and variance reports

3.4.5 Schedule oversight

The PCM shall review all Design-Builder's schedule related submittals for accuracy, completeness, and contractual compliance. The Design-Builder's schedule submissions shall be reviewed for conformity to the Design-Build Contract, specification, as well as for logic, task duration, identification and number of critical activities, float time, procurement lead times, submittal review periods, etc., and for compliance with the parameters established by the Program Master Schedule. The PCM is responsible for the following:

- Identify schedule risk, mitigation actions, specifically those program-level activities that are require to mitigate schedule risk.
- Review sequence and duration of work activities and assess the capability of the Design-Builder to meet the schedule.
- Review schedule submittals against known interfaces with third parties, the Authority's Right-of-Way Acquisition Plan and the Permitting and Approvals plan to confirm that the Design-Builder has coordinated the schedule with the aforementioned entities, to identify risks and mitigation activities.
- Review actual construction sequence as it occurs and perform "what if" analysis to determine time impacts (or savings) when compared to the sequence of work time shown in the schedule. Recommend remedial action that is outside the control of the Design-Builder for actual or anticipated schedule delays, provisional sum forecasts, and conflicts between the Design-Builder and third parties.
- Attend meetings with the Design-Builder to resolve disputes relating to schedule items. Any known or anticipated deviation from the schedule, which cannot be resolved, shall be noted and brought to the attention of the Authority.
- Crosscheck the Design-Builder's schedule with the monthly Design-Build Payment Milestones to check that the milestone is complete
- Review and recommend actions regarding Design-Builders Time Impact Analysis.

The PCM shall produce a Monthly Schedule Report as part of the Monthly Compliance and Assurance report identifying key issues derived from an analysis of the Design-Builder's schedule submittal. The report shall include recommendations for mitigation of schedule impacts.



Assumptions

- The PCM is not required to submit a separate schedule, unless fragment schedules (fragnets) are required for analysis or explanation.
- The PCM shall use CHSRA's Project Planner for schedule analyses.

Deliverables

- Monthly Schedule compliance Reports
- Time impact analysis where required

3.5 Design-Builder Cost Accounting Process

The PCM shall refine and implement cost accounting procedures that are compliant with Authority, State and FRA requirements and support the intent of the Design-Build Contract. The procedures shall enable the PCM to recommend the approval of the milestone payment applications that are allowable under the Design-Build Contract.

3.5.1 Design-Builder Milestone Payment Request Review

The PCM shall perform reviews of Design-Builder Baseline Schedules and schedule updates, to check compliance with the Design-Build Contract requirements. Upon completion of the reviews, the PCM shall make recommendations for approval to the Authority. As part of the Baseline Schedule review, the PCM shall also review the Design-Builder's Schedule of Milestones (SoM) and its compliance with the cash flow curve established by the time-phased Payment Milestones as defined by the Design-Build Contract.

The PCM shall review Design-Builder monthly milestone payment requests in accordance with approved Authority procedures. The PCM reviews shall be completed within 7 days of receipt of the Design-Builder's submittal. Authority approval of milestone payments shall be completed within 14 days after this review.

3.5.2 Cost Review Reporting

The PCM shall establish a cost control management information system consistent with the Authority's Cost Control System. The system shall record costs and provide reports that allow for review and analysis of costs incurred on a monthly basis, by milestone, and by task for provisional sum work. The cost control management information system shall also incorporate checking procedures to check that costs allocated to the Design-Build Scope are compliant with the Design-Build Contract.

The PCM shall track provisional work provided for in the Design-Build Contract using the applicable progress measurements (i.e., quantities for time and material or percent complete for lump sum work). In the case of time and material (T&M), the PCM shall provide daily



verification of the Design-Builder T&M tickets. This information will be used to verify the Design-Builder's payment requisition and integration into the Cost Control System.

The PCM shall produce monthly cost review reports of the Design-Builder payment applications.

Assumptions

- Upon issuance of the NTP, the PCM and the Authority shall jointly identify the format and content of the monthly cost progress report
- The Design-Build Contract shall have a schedule of milestones, which shall be used as a basis of payment
- The PCM shall be required to approve T&M daily tickets for any provisional sum work

Schedule

- Per Master Project Schedule and Design-Build Contract Schedule requirements

Deliverables

- Monthly Cost Review Reports
- Milestone Payment recommendations
- Provisional sum independent estimates and log
- Retainage log
- Design-Builder Pay Requests, reviewed by PCM, ready for Authority approval
- Concurrence with Design-Builder submittal that the milestone is 100 percent complete

3.5.3 Estimating Services

The PCM shall provide cost and engineering estimating services to review and recommend action regarding Design-Builder change requests, value engineering change proposals, claims, and provisional sum work.

Engineer estimating services shall be used to evaluate additional Design-Builder cost proposals to determine reasonableness and compliance with the Design-Build Contract.

Assumptions

- The PCM shall use Timberline or equal estimating software as the main tool for estimating services

Deliverables

- Estimates



- Recommendations on estimates by the Design-Builder

3.5.3.1 Change Estimates

The PCM shall provide independent cost estimates for Design-Build Contract cost adjustments and changes to the original base Design-Build Contract. These include but are not limited to owner initiated changes, Design-Builder initiated changes, and potential claims. The PCM shall coordinate and be available for negotiations with the contractor as necessary to resolve Design-Build Contract changes where direct Authority involvement is required.

Estimates shall be developed in accordance with the Program's WBS and the Construction Specifications Institute format using database driven computerized estimating software. Costs shall be broken down by labor, material and equipment based on historical project data, industry standard cost data, or vendor quotations as applicable. Cost estimates shall include applicable allowable markups.

Assumptions

- From the time a change issue is identified, the PCM shall have two (2) weeks, or a mutually agreed upon schedule, to develop a change order estimate
- There may be multiple iterations of the estimate prior to final negotiation, which shall become part of the final record with accompanying notations

Deliverables

- Final cost estimate
- Recommendation to the Authority on change estimates

3.6 Risk Assessment and Mitigation

The PCM shall support the Authority in the risk management process. The PCM shall input into the elements of the Authority's Risk Register regarding the Design-Build Contract. The PCM shall track the progress and effectiveness of Project risk mitigation activities from the Design-Builder and its own activities.

Schedule

- Risk Analyses updated quarterly

Deliverables

- Risk Register updates



3.6.1 Cost and Schedule Risk Analysis

The PCM shall develop, modify and update cost and schedule risk models (top down and bottom up in the case of cost models, bottom up in the case of schedule models). A risk report summarizing remaining and schedule contingency comparing with the latest agreed schedule graphic along with a report on current risks, status of risk mitigation against those risks ranked as 'top risks' and recommendations for secondary risk mitigation shall be issued.

Assumptions

- The Contractor will be utilizing the existing system at CHSRA's to meet these objectives.
- Schedule Analysis software shall be Primavera P6 and Primavera Risk Analysis or other compatible software

Schedule

- Updated quarterly

Deliverables

- Cost and Schedule Risk report updates

3.6.2 Contingency Management Plan

In accordance with Authority approved procedures, the PCM shall establish and maintain contingency management processes that support and are a subset of the Program's Cost Control Processes. The Design-Build Contract project contingency shall be monitored and reported to the Authority and the Change Control Board (CCB). Recommendations to the Authority/CCB shall be made and contract allocated contingency managed by the PCM.

The PCM shall prepare the Project's Draft and Final Contingency Management Plan (CMP) for review and approval by the Authority. The plan shall set out the agreed minimum contingency capacities in terms of cost and schedule to be available for Design-Build Contract changes. The PCM shall amend periodically, taking into account any revisions to minimum contingency capacities agreed with the Authority.

Assumptions

- The Authority shall specify a "Contingency" that is assigned by the CCB.

Schedule

- Monthly

Deliverables

- Project/Contract contingency plan



- Project/Contract contingency usage reports
- Design-Build Contract Risk Register (CRR)
- Draft CMP
- Final CMP

3.6.3 Support for Other Risk Assessment Activities

The PCM shall assist the Authority in support of requests related to Risk Assessment and mitigation activities. The PCM shall work with the Authority and Design-Builder to identify and quantify retained risk by the Authority under construction contracts prior to and following their award with the objective to recommend allocated contingency reserves to be assigned.

Assumptions

- In line with previous tasks

Schedule

- Per Master Schedule

4. Contract Management Support Services

This section refers to the administration and management of the Design-Build Contract

4.1 Procurement

The PCM shall provide a core team to help the Authority and the PMT review and evaluate Design-Builders' proposals to determine best value technical and price proposals. The PCM shall provide a narrative of review comments in an outline or other format as required by the Authority.

Assumptions

- Reviews shall be conducted at the Authority's offices

Deliverables

- Evaluation team list, including expertise and qualifications
- Evaluation recommendations

4.2 Contract Management

The PCM shall perform contract management services and shall serve as the primary point of contact for the respective Design-Builders. The PCM shall staff teams as necessary to be able to manage the contract and perform all required PCM tasks, likely to be small cross functional teams that mirror the Design-Builders' work fronts. Teams are likely to be comprised of Project



Engineers, Field Engineers/Inspectors, Public Involvement representatives, Change/Claim Engineers, Project Controls Engineers/Schedulers, Construction Support Liaison Engineers, Environmental and Safety Compliance representatives, Document Control representatives, as well as administrative and data entry assistants. Specific staff assignments and dispositions shall be determined by the PCM taking into consideration the Design-Builder's schedule.

The PCM shall prepare a Contract Management Manual.

The PCM shall prepare Construction Management and Inspection Procedures as required.

Assumptions

- Contract administration shall be documented electronically using the Authority's Integrated Management Information system

Schedule

- Begin at PCM NTP and end 1 year after anticipated Design-Build Contract Final Acceptance

Deliverables

- Contract Management Manual
- Construction Management and Inspection Procedures

4.3 Contract Administration

The PCM shall assist the Authority in the development and preparation of contracts, respond to Design-Build Contract interpretation queries, and maintain a "conformed Design-Build Contract" that shall contain authorized changes. The PCM shall provide administrative processing of change orders and associated revisions to Design-Build Contract documents, maintain "control copies", distribute to those assigned "conformed Design-Build Contract," and perform audits periodically at the Design-Build Contract Field Management operations to maintain consistency and document control conformity as it relates to Design-Build Contract documents. In addition, the PCM shall coordinate efforts with the Authority's procurement and contract management personnel. The PCM shall also perform periodic audits of the Design-Builder's cost tracking and documentation as required by Design-Build Contract and relevant State and Federal requirements.

Assumptions

- The PCM shall coordinate with the Authority's management personnel throughout the Design-Build Contract delivery
- The PCM shall perform contract document management functions that support the usage of the Authority's document control system and maintain supporting files and



records associated with Design-Build Contract changes and administrative actions/recommendations

- The PCM shall comply with all approved Authority procedures

Schedule

- Thirty (30) days following authorized Change Order receipt, control copies shall be distributed with the appropriate conformed Design-Build Contract documents to field management staff. Audit findings reports shall be prepared and submitted to the Authority, as reviews are authorized and conducted.

Deliverables

- Conformed Design-Build Contract
- Review reports (Field Management Operations and findings regarding compliance with State and Federal requirements, and in accordance with contractual and legal/regulatory recordkeeping and reporting requirements)

4.4 Differing Site Conditions

The PCM shall record, photograph, log and track all instances, proven or otherwise, of differing site conditions. The PCM shall respond and inspect the area on behalf of the Authority according to the timelines specified in the Design-Build Contract and shall make recommendations as to the course of action. The PCM shall check for accuracy, submission timeliness, review and recommend action on Contractor submitted reports regarding this section. The PCM may also be required to check and assess additional investigations conducted by the Design-Builder.

4.5 Claims and Disputes

For purposes of this document, "claims" are defined as Design-Builder-requested changes where merit has initially been denied by PCM in accordance with the Change Management responsibilities described above but which continue to be pursued by Design-Builder. "Disputes" are defined as claims that continue to be pursued by Design-Builder, cannot be resolved by the PCM or the Authority and Design-Builder, and are submitted to Dispute Resolution Board (DRB) for resolution.

The PCM shall take a proactive approach to claims avoidance. The PCM shall bring all potential claims to the attention of the Authority and provide recommendations regarding entitlement, potential exposure and strategies for resolution. The PCM shall maintain a claim file for any issue that shall or may have a potential to result in a claim for additional time or costs. The claim file shall include a chronology of the written correspondence associated with each issue, minutes to all meetings, which are called to discuss the issue with the Design-Builder(s), "what if" scenarios and forensic schedule analysis where appropriate, and written recommendations



for settlement of each issue. PCM shall prepare documentation to support entitlement for all change order requests or claims from the Design-Builder that are determined appropriate for settlement after discussions with the Authority. The PCM shall maintain a Claims status log of all potential, current, and closed claims complete with time and cost estimates, relevant dates, and claims' relationships to other claims. The PCM shall coordinate the claims process from issue identification to resolution and close out.

In accordance with procedures approved by the Authority, the PCM shall assist Authority in the resolution of claims and disputes as follows:

- Claims –
 - Preparing merit assessments with recommendations to settle or dispute for Authority review for claims from the Design-Builder or other third parties
 - For claims where Authority elects to settle, assisting the Authority to the extent requested in the negotiation and resolution of the issue, and preparing documentation similar to that discussed above in Change Management
 - For claims where Authority elects to dispute, preparing responses to the Design-Builder
- Disputes – Pursuant to Authority approved procedures, the PCM shall perform the following:
 - Assist Authority in disputes management as defined in the Design-Build Contract
 - Support the dispute resolution process on an on-call basis as requested by Authority, providing support such as information, documentation, analysis, testimony, etc.

Assumptions

- Authority may request PCM to provide expert witnesses and/or other PCMs to assist in the evaluation and resolution of Design-Builder claims and disputes.

Deliverables

- Monthly claims and disputes status narrative report and log with trend analysis as part of the compliance and assurance report
- Individual claims assessments, analysis, and recommendations

4.6 Labor and Sub Contract Compliance and SBE Reporting

The PCM shall be responsible for checking the Design-Builder's prevailing wage and civil rights compliance records and reports for the Project. Prevailing wage compliance shall consist of



certified payroll management, payment tracking. The labor compliance effort shall be closely coordinated with Authority's staff.

The PCM shall develop subcontract oversight procedures that shall address Design-Builder compliance with subcontracting provisions in the Design-Build Contract. Administrative procedures shall address such subjects as invoicing, payment, insurance verification, reporting, acceptance of work, and subcontract close-out.

The PCM shall maintain sufficient records to ensure Design-Builder/subcontractor complies with wage and apprenticeship sections of the Design-Build Contract. The PCM shall designate a labor compliance officer to enforce the Design-Build Contract provisions and ensure that all labor compliance requirements are performed and documented in the project file.

The PCM shall conduct checks of the Design-Builder's sub PCM contracts (subcontracts), labor records and SBE reporting for compliance with the Design-Build Contract.

Schedule

- Monthly

Deliverables

- Subcontract usage report

4.7 Insurance

The PCM shall report on and monitor Design-Builder compliance with OCIP and workers compensation requirements and (if necessary) OCIP management reporting and data exchange with OCIP provider.

4.8 Contract Closeout

The PCM shall provide contract closeout assistance to the Authority on the Design-Build Contract in accordance with Authority approved procedures and in compliance with FRA guidelines.

The closeout and transfer of records to the Authority shall include the following:

- All work products and relevant supporting materials
- All change documentation
- All quality control and assurance records
- Check that all commercial issues have been resolved

The PCM shall support the closeout and transfer of records to the Authority as follows:



- Review Design-Builder as-built drawings for completeness, distribute for technical review. Accuracy of as-built drawings shall remain the responsibility of Design-Builder.
- Check that all punch-list items have been completed by the Design-Builder. This function shall be an audit of Design-Builders Quality processes and the Design-Builder's V&V Management plan.
- Check that all Design-Build Contract documents that must be retained by the Authority, such as calculations, QC records, environmental reports and records, labor compliance reports, safety and security documentation and reports, etc., have been submitted by Design-Builder.
- Check that all software programs and design documentation such as software design descriptions, software V&V management plan, verification results reports, user documentation, Software Configuration Management Plan, and other documents as applicable are delivered to the Authority and/or escrow account.
- Check that all closeout documents, such as warranty certificates, O&M manuals, Maintenance Demonstration Reports, releases, etc., have been submitted by Design-Builder.
- Check that all commercial issues have been resolved.
- Check that all related third-party contracts and tasks orders are completed.
- Check that temporary construction easements are handed back and accepted by owners.
- Check that environmental permits and approval conditions are completed.

Assumptions

- Contract Field Management Staff shall assist in the closeout process

Schedule

- Prior to final payment

Deliverables

- Closeout checklist and report

4.9 Utility and Railroad Coordination

The PCM shall assist the PMT and Authority in utility and Railroad coordination efforts, including those necessary for utility relocations and new services, throughout the design and construction phases of the Project.

The PCM shall ensure the Design-Builder provides timely notification, coordination, scheduling and field work with the utility companies for relocation, abandonment, and upgrade work as



required. Check that all work to be performed by utility agencies is being managed in coordination with the Design-Builder where required.

4.9.1 Utility Agreements and Task Orders

- PCM shall assist the Authority in finalizing Utility task orders and tripartite agreements, specifically confirming scope and budget.
- PCM shall monitor utility companies' task deliverables for timeliness and completeness, and keep the Authority informed of issues as they develop, including those relating to reasonable accuracy.
- PCM shall monitor work requirements to identify any improvements that should be paid for by the respective utility company.
- PCM shall administer the change control process for changes to the Design-Build Contract price as utility work is confirmed or identified.
- PCM shall check for substantial accuracy and process for payment invoices submitted by the utility or third party to the Design-builder.

Schedule

- Per requirements of the Design-Build Contract or Third Party Agreements, and accepted construction baseline schedule



Attachment B: Criteria for Awarding Points for the Statement of Qualifications

		Maximum Score	Actual Score
1.	UNDERSTANDING OF PROJECT REQUIREMENTS <ul style="list-style-type: none"> Has the Bidder demonstrated a thorough knowledge of the project? Has the Bidder demonstrated a thorough knowledge of what is required to monitor and measure performance of the PCM Services? Is there sufficient evidence of analysis to lend credibility to the commitments made? 	20	
2.	ORGANIZATION AND MANAGEMENT PLAN <ul style="list-style-type: none"> Does the proposed project organization present a clear and logical framework? Is the management approach complementary and responsive to the RFQ requirements? Does the Bidder staffing plan convey the proper level of response for the work at hand? Does it demonstrate a high level of commitment and resource availability? 	20	
3	SMALL BUSINESS PARTICIPATION <ul style="list-style-type: none"> Does the approach to Small Business utilization demonstrate the Bidder's responsiveness in meeting the Authority's Small Business goal objectives? Scoring will be based on percentage of goal met. 	10	
4.	KEY PERSONNEL AND ROLES <ul style="list-style-type: none"> Are the personal qualifications and professional skills of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned? Does the project manager have sufficient authority within his organization to effectively lead and manage the project? 	15	
5.	DESIGN-BUILD PROJECT OVERSIGHT CAPABILITIES <ul style="list-style-type: none"> Has the Bidder given clear evidence through narratives and examples of prior work that it has the capability to carry out the PCM Services for a project of this complexity and magnitude with autonomy? 	20	
6.	WORK PROGRAM AND WBS <ul style="list-style-type: none"> Does the Bidder's work plan demonstrate a clear understanding of the PCM requirements and the services requested in the RFQ? Are the task descriptions succinct yet sufficiently specific to define the scope-of-work? 	15	
7.	SOQ Transmittal Letter signed by an authorized Officer (Pass/Fail – must include but no points scored)	N/A	
Total		100	



Attachment C: Criteria for Evaluation of Discussions

		Maximum Score	Actual Score
1.	STATEMENT OF QUALIFICATIONS (carry over)⁴	20	
2.	PRESENTATION <ul style="list-style-type: none"> Quality and appropriateness of the presentation Logic of the chosen speakers relative to project challenges Project manager control over the team 	20	
3.	PROJECT MANAGER PARTICIPATION <ul style="list-style-type: none"> Quality of presentation and responsiveness to questions Understanding of PCM challenges and requirements Perceived level of involvement with SOQ structure, content and presentation plan 	20	
4.	KEY STAFF PARTICIPATION <ul style="list-style-type: none"> Quality of presentations and responsiveness to questions Understanding of assignment challenges and requirements Perceived level of involvement with SOQs preparation 	20	
5.	UNDERSTANDING OF PROJECT <ul style="list-style-type: none"> Does Bidder convey an understanding of the critical project success factors? Is the Bidder able to provide evidence of successful small business utilization for this project Is the Bidder able to provide evidence of prior project experience with challenges of this magnitude and complexity? Is the Bidder candid about any project failings that have been instructive for addressing the particular needs of this project? 	20	
Total:		100	

⁴SOQ carry over is calculated as follows: (Total score on SOQ/100) x 20 possible points = Carry Over Points)



Attachment D: Relevant Federal Requirements from Grant/Cooperative Agreement

The Project is financed in part with Federal assistance provided by FRA and therefore Federal laws, regulations, policies, and related administrative procedures apply. The selected Bidder must comply with all applicable Federal laws, regulations, policies, and related administrative practices. The most recent of such Federal laws, regulations, policies and related administrative practices at the time will govern the contract for PCM Services, unless FRA issues a written determination otherwise. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the selected Bidder and the Authority execute the Contract, but may apply to the contract for PCM Services. The selected Bidder must ensure compliance by its Subcontractors with and include appropriate flow down provisions in its each of its lower-tier subcontracts as required by applicable Federal laws, regulations, policies, and related administrative practices. Some Federal requirements applicable to the selected Bidder are identified elsewhere in the RFQ. This Attachment D identifies Federal requirements contained in the Grant/Cooperative Agreement between FRA and the Authority, which are applicable to the selected Bidder and are not addressed elsewhere in the RFQ.

Governing Regulations:

The Authority's performance while expending FRA funds to deliver the contract for PCM Services are governed by and in compliance with the following Administrative and Cost Principles:

- For State, Local and/or Tribal Governmental Entities:
 - 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
 - OMB Circular A-87, "Cost Principles for State and Local Governments," as amended
- For non-profit and for-profit:
 - 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (applies to non-profit and for-profit organizations)
 - OMB Circular A-21, "Cost Principles for Educational Institutions" (applies to educational institutions)
 - OMB Circular A-122, "Cost Principles for Nonprofit Organizations" (applies to private non-profit organizations)



- Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" (applies to for-profit organizations).

The selected Bidder must expend funds paid by the Authority and keep records of expenditure of these funds in full compliance with the provisions above.

Accounting Records:

Project Accounts - The selected Bidder must establish and maintain for the contract for PCM Services either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.P.R. § 19.21, as amended, whichever is applicable.

Documentation of Costs and Program Income - All costs charged to the contract for PCM Services, including any approved services contributed by the selected Bidder or others, must be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

Record Retention:

Submission of Proceedings, Contracts and Other Documents - During the course of the contract for PCM Services and for three years thereafter, the selected Bidder must retain intact and provide any data, documents, reports, records, contracts, and supporting materials relating to the contract for PCM Services as the Authority or FRA may require. Reporting and record-keeping requirements are set forth in-

- 49 C.F.R. Part 18 is for governmental Grantees
- 49 C.F.R. Part 19 for private non-profit and for-profit Grantees

Closing out the contract for PCM Services does not alter these requirements.

Audit and inspection:

General Audit Requirements - the selected Bidder must organize its contract for PCM Services records and be prepared to make these records available for audit and inspection to ensure Authority compliance with these requirements:

- A State, local government or Indian tribal government must comply with the audit requirements of 49 C.F.R. § 15.26 and OMB Circular A-133, and any revision or supplement thereto.
- A private for-profit organization agrees to comply with the audit requirements of OMB Circular A-133.



The selected Bidder must permit any other audits required by FRA. Closing out the contract for PCM Services will not alter the selected Bidder's audit responsibilities.

Inspection by Federal Officials - The selected Bidder must permit Authority staff, the Secretary and the Comptroller General of the United States, or their authorized representatives, to inspect all Scope of Work, materials, payrolls, and other data, and to audit the books, records, and accounts of the selected Bidder and its Subcontractors pertaining to the contract for PCM Services.

Labor Provisions:

49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C 231 et seq.), the Railway Labor Act (43 U.S.C. 1 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.). The selected Bidder must reflect these provisions in any agreements with the entities operating rail services over such rail infrastructure to the extent required by 49 U.S.C. 24405(b) and other laws referenced above.

Labor Protective Arrangements:

For a project that uses rights-of-way owned by a railroad, the selected Bidder must comply with the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the contract for PCM Services financed in whole or in part under this Agreement (See 49 U.S.C. 24405(c).) The selected Bidder must include the applicable protective arrangements established by the Department of Labor under 45 U.S.C. 836 in its agreements with entities operating rail services over rail infrastructure constructed as part of the contract for PCM Services. The following definitions apply for purposes of applying those protective arrangements:

"Protected employee" means an employee of a railroad who had an employment relationship with such railroad on the date on which the Authority first applied for financial assistance applicable to the contract for PCM Services involved and who is affected by actions taken in the course of delivery of the contract for PCM Services; provided, however, that an employee who was benefitted solely as a result of the contract for PCM Services shall not be a protected employee under these provisions.

"Railroad" means a rail carrier or a common carrier by railroad or express as defined in 49 U.S.C. 10102, and includes the National Railroad Passenger Corporation and the Alaska Railroad as well as a person that conducts rail operations over rail infrastructure constructed or



improved with funding provided in whole or in part in a grant made pursuant to this Agreement.

Davis-Bacon Act Provisions:

Payment of prevailing wages on the contract for PCM Services is required by 49 U.S.C. 24405(c) (2) and section 1606 of the American Recovery and Reinvestment Act of 2009. For contract for PCM Services components that use or would use rights-of-way owned by a railroad, the selected Bidder must comply with the provisions of 49 U.S.C. 24405(c) (2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For contract for PCM Services components that do not use or would not use rights-of-way owned by a railroad, the Grantee will comply with the provisions of 40 U.S.C. 3141 et. seq.

Cargo Preference, Use of United States-Flag Vessels - Pursuant to U.S. DOT, Maritime Administration regulations, "Cargo Preference --U.S.-Flag Vessels," 46 C.F.R. Part 381, the selected Bidder must insert the following clauses in contracts let by the selected Bidder in which equipment, materials or commodities may be transported by ocean vessel in carrying out the contract for PCM Services:

As required by 46 C.F.R. Part 381, the selected Bidder agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the contract for PCM Services to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the contract for PCM Services.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to the contract for PCM Services

Debarment and Suspension and Drug-Free Work Place:

The selected Bidder must provide to the Authority certifications on debarment and suspension and otherwise comply with federal regulations, "Nonprocurement Suspension and Debarment,"



2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32.

Metric System:

The selected Bidder must use the metric system of measurement in its Scope of Work to the extent practicable in conformance with applicable regulations, guidelines, and policies that U.S. DOT or FRA may issue. The Metric Conversion Act of 1975, as amended by the Omnibus Trade and Competitiveness Act of 1988 (15 U.S.C. 205), designates the metric system of measurement as the preferred system of weights and measures for United States trade and commerce, and it requires that each agency use the metric system of measurement in its procurements, grants, and other business-related activities, except to the extent that such use is impracticable or likely to cause significant inefficiencies or loss of markets to U.S. firms.

Civil Rights:

The selected Bidder must comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the FRA determines otherwise in writing. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the Authority and/or the selected Bidder.

Americans with Disabilities Act:

The selected Bidder must utilize funds provided by FRA in a manner consistent with the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).



Environmental Protection:

All facilities that will be used to perform the Scope of Work shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, State and Federal standards.

The selected Bidder must require that the contract for PCM Services and Scope of Work be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. The selected Bidder must certify that no facilities that will be used to perform the Scope of Work are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The selected Bidder will notify the Administrator as soon as it or any Subcontractor receives any communication from the EPA indicating that any facility which will be used to perform the Scope of Work is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Grantee's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. The selected Bidder must include or cause to be included in each subcontract entered into which exceeds Fifty Thousand Dollars (\$50,000.00) in connection with the Scope of Work, the criteria and requirements of this section and an affirmative covenant requiring such contractor or Subcontractor to immediately inform the Authority and the selected Bidder upon the receipt of a communication from the EPA concerning these matters.

The selected Bidder must facilitate compliance with the policies of Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note, except to the extent that the FRA determines otherwise in writing.



Forms and Certifications

- Form A: Schedule of Subcontractor(s)/ Subconsultant(s)
- Form B: Organizational Conflicts of Interest Disclosure Statement
- Form C: Notice of Intent to Submit Statement of Qualification
- Cert. 1: Certification Regarding Miscellaneous State Requirements
- Cert. 2: Bidder's Overall Project Small Business Goal Commitment Affidavit
- Cert. 3: Iran Contracting Certification
- Cert. 4: Darfur Contracting Act Certification
- Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 7: Non-Collusion Affidavit
- Cert. 8: Equal Employment Opportunity Certification
- Cert. 9: Non-Discrimination Certification
- Cert. 10: Certification Regarding Lobbying



Form A: Schedule of Subcontractor(s)/ Subconsultant(s)

Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:				
Phone:			If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Fax:				<input type="checkbox"/> > \$5Mil
Tax ID:				
Contact Person:			Age of Firm:	
Email:				
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:				
Phone:			If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Fax:				<input type="checkbox"/> > \$5Mil
Tax ID:				
Contact Person:			Age of Firm:	
Email:				
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2Mil
City, State Zip:				
Phone:			If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2Mil-\$5Mil
Fax:				<input type="checkbox"/> > \$5Mil
Tax ID:				
Contact Person:			Age of Firm:	
Email:				

(Add rows/pages as needed)

Attach to this form copy(s) of applicable Small Business Certificates for those Subcontractor/Subconsultants that are designated as Small Business Entities.

**Organization Name,
Address, and Telephone**

Signature of Team Representative _____

Printed Name _____

Title _____

Date _____



Form B: Organizational Conflicts of Interest Disclosure Statement**CALIFORNIA HIGH SPEED RAIL AUTHORITY****1. Definition**

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Bidder with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Bidder and its team (including Bidder, Bidder Team members, and all Subcontractors identified at the time of the submittal of its SOQ, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ.



3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

Signature

Printed Name

Printed Title

Bidder



Form C: Notice of Intent to Submit Statement of Qualification

The information you submit on this form is NOT binding.

Bidder Name: _____

Address: _____

Telephone No.: _____

Fax No.: _____

Contact Person: _____

Title: _____

Email Address: _____



Cert. 1: Certification Regarding Miscellaneous State Requirements

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Bidder (also referred to "Contractor" herein) to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Bidder Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

CONTRACTOR CERTIFICATION CLAUSES:

Statement of Compliance - Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

Drug-Free Workplace Requirements - Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)



National Labor Relations Board Certification - Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

Contracts For Legal Services \$50,000 Or More- Pro Bono Requirement - Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

Expatriate Corporations - Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

Sweatfree Code Of Conduct -

- d. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- e. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).



Domestic Partners - For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)



3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



Cert. 2: Bidder's Overall Project Small Business Goal Commitment Affidavit**AFFIDAVIT**

STATE OF _____ §

§

§

COUNTY OF _____ §

The undersigned, being first duly sworn, deposes and says that:

(Contact Name)

is the Official Representative of

(Bidder's Name)

the Bidder submitting the foregoing Proposal.

(If the Bidder has not yet been formed, modify this form as appropriate to include the names of all of the Principal Participants and to indicate that the Official Representative is signing the form on behalf of all of the Principal Participants.)

The Bidder has carefully examined all documents that form this Request for Qualification and is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for Construction Package No. 1 of the California High-Speed Train System, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

The Bidder will aggressively exercise Good Faith Efforts to the satisfaction of the Authority to meet or exceed the overall project Small Business goal of 30 percent, consistent with the Bidder's approved Performance Plan developed in accordance with the Authority's Small and Disadvantaged Business Enterprise Program.

Signature

Printed Name

Title



Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public in and for said County and State

[SEAL]

My commission expires: _____

SURETY COMPANY ATTORNEY-IN-FACT

State of _____ §

§

§

County of _____ §

On the ____ day of _____, 20 ____, before me, the undersigned, a Notary

Public in and for the State, personally appeared _____
known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the
within instrument, known to me to be authorized to execute that instrument on behalf of said
corporation, known to me to be the person whose name is subscribed to such instrument as the
Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the
name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that
said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

[SEAL]

Notary Public for the State of California

Note: Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.



Cert. 3: Iran Contracting Certification

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that

It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this RFQ HSR 11-020 Project and Construction Management Services for Construction Package #1 of the Initial Construction Segment of the California High-Speed Train System.

Note: Providing a false certification may result in civil penalties and sanctions.

Date:

Entity:

Signature:

Printed Name

Title:

Note: Duplicate this form so that it is signed by the Bidder and all joint venture members of the Bidder.



Cert. 4: Darfur Contracting Act Certification

Pursuant to Public Contract Code section 10478, if a Bidder currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

1. _____ We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
Initials but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business
Initials activities or other operations outside of the United States, but we certify below that we are not a scrutinized company below as defined in Public Contract Code section 10476.

CERTIFICATION for Paragraph No. 3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Bidder to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

<i>Bidder Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	



Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Primary Covered Transactions

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the contract.

In accordance with the provisions of Appendix A to 49 C.F.R. Part 29, the Bidder certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an "x")

☐ Certify to the above ☐ Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

The Bidder shall require any subcontractor, at any tier, whose contract is equal to or greater than \$25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for subcontractors, shall be furnished by the Contracting Officer upon request (see Cert. 6).

Organization Name, Address, and Telephone

Signature of Person Certifying

Printed Name

Title

Date



Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

In accordance with the provisions of Appendix B to 49 C.F.R. Part 29, the prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an "x")

☐ Certify to the above ☐ Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date



Cert. 7: Non-Collusion Affidavit

State of _____ §
 _____ §
 _____ §
 County of _____ §

The undersigned declares:

I am the _____ of _____ ,
 (Position / Title) (Company)
 the party making the foregoing Proposal, and that the Proposal is:

- NOT made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- Genuine and NOT collusive or a sham.

That the Bidder has NOT directly or indirectly induced or solicited any other Bidder to:

- Put in a false or sham SOQ; and
- Colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham SOQ or that anyone shall refrain from bidding.

That the Bidder has NOT, in any manner directly or indirectly, sought by agreement, communication or conference with anyone to:

- Fix the Price Proposal of the Bidder or any other Bidder, or
- Fix any overhead, profit, or cost element, or that of any other Bidder, or
- Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

That all statements contained in the SOQ are true.

The Bidder has not and will not, directly or indirectly, for the purposes of effectuating a collusive or sham negotiation, submitted his or her schedule of rates or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, for payment to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof.

I have the full power to execute, and do execute this declaration on behalf of



(Bidder)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the _____ day of _____, 20____ at _____, _____ (City) _____ (State).

Signature of Affiant

Subscribed and sworn to before me on this _____ day of _____, 20____ at _____, _____ (City) _____ (State).

Seal of Notary Public or
Officer Taking Oath

Signature of Notary Public or
Officer Taking Oath



Cert. 8: Equal Employment Opportunity Certification

To be executed by the Bidder, all joint venture members of the Bidder, and all Subcontractors.

The undersigned certifies on behalf of _____ that:

(Name of entity making certification)

Check one of the following boxes:

- ☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- ☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- ☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not the Bidder, relationship to the Bidder: _____



Cert. 9: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Bidder agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the contract for PCM Services.

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date

Cert. 10: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

- No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____.

Company Name: _____

By: _____
(Signature of Company Official)

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.



Question and Answers for Bid #HSR11-20 - Project and Construction Management Services for Construction Package 1

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Oct 16, 2012 4:00:00 PM PDT